

Confidentiality Agreement

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type): _____ **Signature:** _____

Date: _____

Discloser of Confidential Information:

Name (Print or Type): KLM DISTRIBUTION _____

Signature: _____ **Date:** _____



K.L.M. Distribution

PUBLISHER - ROYALTY SHARING AGREEMENT

AGREEMENT made and entered into this herein below date, by and between Skicrym Publishing (hereinafter referred to as the "Publisher") and _____ (hereinafter referred to as "Assignee").

The Publisher and Assignee agrees as follows concerning a musical composition now entitled:

Album/Project Title

(Leave blank if titles are to be determined per exclusive distribution agreement)

LABEL/ARTIST NAME _____

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, **IT IS AGREED AS FOLLOWS:**

1. Publisher shall deduct from gross publishing receipts (monies received) for the following expenses to the extent that said expenses were actually paid or incurred by the Publisher including, but not limited to, songwriter's royalties and advances, registration fees, demonstration tapes, lead sheets, arrangements, and all other miscellaneous, fees and expenses incurred in behalf of said composition; Publisher shall pay to Assignee ___% (_____ percent) of:
 - (a) Net publishing receipts less the deductions.
 - (b) Extraordinary expenses (for example, advertising publicity, promotional expenses) shall not be incurred, or if incurred, not compensated or reimbursed for without the written consent of the other approving the expenditure and agreeing to share therein.
 - (c) In the event of extraordinary expenses were agreed upon, but the expenses not equally borne, Publisher shall make the required adjustments at the time of paying Assignee.

2. The copyright shall be registered in the name of the Publisher, if necessary.
3. Sheet music and all printed material concerning the composition shall bear the name(s) of the parties.
4. Record labels shall bear the names of both parties.
5. B.M.I. or A.S.C.A.P. song clearance and record clearance cards and forms shall bear the name(s) of the parties(s). The performing rights society shall pay 10 percent to publisher.
6. Only the Publisher shall issue licenses and sub-publication rights.
7. Publisher shall make royalty statements and payments to the composer(s), if known.
8. Publisher shall render statements and make payments to Assignee semi-annually within SIXTY (60) days after the last day of each January through June and July through December semi-annual period.
9. Publisher shall be free to make licensing and sub-publication agreements without consulting Assignee and upon whatever terms it deems wise or wishes.

IN WITNESS WHEREOF, we hereunto set our hands this _____, day of _____, 20____.

SKICRYM Name/Signature **DATE**

Signee Name/Signature **DATE**

Signee Name/Signature **DATE**

Page 2

K.L.M. Distribution



DIGITAL DISTRIBUTION AGREEMENT

The following, when accepted by you will confirm the agreement as of the above date between _____ and KLM Distribution for the exclusive distribution of certain Master Recordings and the performances embodied thereon in accordance with the following terms and conditions:

- 1. You represent and warrant that you are free to enter into and abide by the terms of this Agreement and that you are the sole owner of the master recordings embodying the following compositions:

(leave above blank if exclusive agreement)

(hereinafter referred to individually and collectively as the Master") and of all the performances embodied thereon; that you have the right to give exclusive distribution rights and to make each and all of the grants herein made to us; and that no other person, firm or corporation has any right, title or interest in or to the Master or any copy or duplicate thereof, inconsistent with your rights therein, except as are specified herein, and that you have not heretofore done or permitted to be done, nor will you hereafter do or permit to be done, any act or thing which is or may be inconsistent with our absolute distribution of said Master and said performances or which may impair and/or curtail any of the rights given or grants made in this Agreement.

- 2. You further represent and warrant:

(a) That, in connection with the recording of the Master, all costs of recording, musicians’ fees, and royalties to any artists, arrangers, and copyists, if any, have been paid in full by you; that you will be solely responsible for all above stated royalties and will indemnify us and hold us harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on said Master recordings.

(b) That there are no liens, encumbrances and/or obligations upon or in connection with the Master or with the performance not specifically set forth herein.

(c) You hereby agree to email and transfer master copy in high quality mp3 recording and cover art work of title (s) within 7 (seven) days of the date of this Agreement and, to the best of your ability, to continue to supply us with art work when demand from us or our distribution partners as so warrants.

The email address to send material is:

dist@theunder.us or nine@theunder.us

The term "records", as used in this Agreement, shall be deemed to mean all transcriptions, duplications, encoding or any other method, now known or to be later utilized, used to duplicate the performance including, but not limited to, phonograph records, mp3s, wav, audio cassette tapes, digital audio tapes and compact discs.

- 3. You hereby assign, transfer and grant to us absolutely for the term of this Agreement, the entire right to distribute in the United States and the world without any limitation not specifically set forth hereinafter in and to the Master and all copies thereof and in and to the performances embodied thereon including but not limited to:

- (a) The exclusive distribution of the Master and all duplicates thereof and all the performances embodied thereon, and all or any parts thereof, edited, excerpted, altered or changed in any manner or by any means whatsoever for the term of this Agreement.
- (b) The sole, exclusive and perpetual right in the United States and the world to distribute, advertise, sell and otherwise deal in records manufactured from or embodying the contents of the Master or to refrain therefrom, upon such terms and conditions as we may decide, including the right to use and control all such records and the performances embodied thereon.
- (c) The non-exclusive right in the United States and the world to use and publish and to permit others to use and publish the names, likenesses and photograph of all persons who performed in the recording of the Master, in connection with the sale and exploitation of records produced from the Master.
- (d) The right to distribute copies of the Master in markets outside the United States and to act as negotiator for you in securing licensing of the Master in presently unsecured territories.
4. In full consideration of the due performance of all the terms and provisions to be performed by you and for all the rights granted to us hereunder, we agree to pay you the sum of _____% (_____percent) for each record sold and paid for in the United States and Canada. For records of the Master sold and paid for outside the United States, we agree to pay you _____% (_____percent) of all monies received by us.
5. You agree to obtain all necessary mechanical licenses from the copyright owners of the compositions embodied on the Master and to pay mechanical license fees which may become properly due by reason of the sale of records manufactured from the Master. In the event that you are the copyright owner of any composition or compositions embodied on said Master, you warrant that you have issued to yourself the necessary documents required by the copyright office.
6. The aforesaid Master is to remain with artist/label _____ however, we will be allowed to add to the label that the record is distributed by us.
7. All payments which we may be required to make to you may be made personally or by depositing the same, postage prepaid, in any box, chute or other receptacle authorized by the United States Post Office for mail, addressed to you at the address specified herein: The date of service of any payments so deposited shall be the date of deposit. Paying via electronic means such as PayPal will be considered and/or used.
8. You further agree that for the duration of this Agreement you will not permit these artists to record the same compositions embodied within the Master.
9. We will compute royalties under this Agreement each quarter. There is a \$300.00 Threshold before any funds can be released. Each quarter, client(s) can request statement of royalties/sales. Payments can be made by check or via PayPal transfer. Client(s) must keep contact information up to date to ensure lack of communication.
10. This Agreement shall be deemed to have been made in the State of Missouri and shall be interpreted and governed by the laws of that state. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.
11. The duration of this Agreement shall be for perpetual years from the above date. Cancellation of the Distribution Agreement can be made with 30-day notice. Notification shall be made with delivery confirmation via postal service. If agreed upon, the recording(s) placed in distribution prior to pending notice with KLM Distribution and its partners shall not be removed. Any and all royalties shall continue to be paid as agreed upon. Client shall be free to pursue distribution with other company(ies) except with the recordings submitted and distributed. We reserve the right to cancel

Agreement due to issues beyond our control that prevent us from fulfilling Agreement. Cancellation with 30-day notice will be provided.

- 12. You further grant to us the right of first refusal to distribute the follow-ups to this release, under the same terms as set forth in this agreement, and that you will provide said follow-ups within thirty (30) days after receiving notice from us. We must accept or reject these follow-ups within thirty (30) days after receipt of the Master.
- 13. If any disputes or differences whatsoever shall arise between us in connection with this Agreement, they shall be submitted to arbitration in the State of Missouri in accordance with the laws, rules and regulations of that state.

ACCEPTED AND AGREED TO BY:

Signee Name/Signature **DATE**

Signee Name/Signature **DATE**

Contact/Mail Information:

Name _____
Address _____
City/State _____ Zip _____
Email Address _____ Contact(s) # _____

By: _____
KLM DISTRIBUTION Name/Signature **DATE**

KLM DISTRIBUTION P.O. Box 140572 Kansas City MO 64114
dist@theunder.us Office #818-649-9660 Fax #816-867-0707

KLM DISTRIBUTION, NO LIMIT EAST DISTRIBUTION AND THE BLACK CHERRY RECORDS LABEL ARE ONE IN THE SAME NAME AND SUBSIDIARY OF K.L.M. ENTERPRISES (SERVICES) LLC

K.L.M. Distribution