



**Production, Publishing, Distribution-Record Company, and Photo Release
MASTER AGREEMENT**

(STUDENT NAME)

SUMMARY

This agreement is for the creation, sound recording, and still photo session and music video creation, for one song on the theme of the Polish Festival known as “Dyngus Day” or “Smigus-Dyngus”. It is an all-in-one inclusive agreement for teaching with or without tuition, song publishing (©), vocal recording, audio mixing, mastering, photography & video release. Professor David Musial, an award-winning media arts producer and educator as well as the teacher & professional vocalist Kasia Drucker, will teach a “group” of 4 to 6 students (kids or teens), to compose the lyrics and melody, and to make a professional sound recording, and then how to capture still images as well as moving images (video) with their and/or our devices to eventually make a music video for one song. It will then be professionally distributed as digital downloads, but most likely streaming of sound and video in traditional means of today (Apple Music, Spotify, YouTube, Instagram, Facebook, etc, and maybe broadcast TV?) If any publishing income is generated on an annual basis all involved shall receive a fair royalty based on the terms of this agreement. The names of all students will be publicized in any press, or on any websites or social media.

PHOTO/VIDEO/FILM RELEASE

David Musial & Kasia Derucker d.b.a. The Smart Trax® Institute of Technology, Inc (501.c.3)
45 River Dr. S., PH Suite 3503, Jersey City, NJ 07310

I, _____ authorize the undersigned Producer to make use of my appearance on:

PROGRAM TITLE: **Dyngus Day Songs** Site: DyngusDaySongs.com
EXECUTIVE PRODUCER: **David Musial** PHONE NUMBER: 201-659-8300
eMail: Director@DyngusDaySongs.com

DATES OF PRODUCTION: 3/17/22 -4/18/22 OnLine and possible at the NYC Parade Route

I understand that I am to receive no compensation for this appearance. This is a volunteer, educational project. I will not hold the Executive Producer or Producer/Director liable for any injuries. I have my own medical insurance if needed (if there is a parade.) The Producer shall have complete ownership of the program. I give the Producer the right to use my name, likeness, and biographical material to publicize the program and the services of the Producer. A parent or guardian will be present for the lessons and/or possible parade.

The Producer may:

1. Photograph me and record my voice and likeness for the purpose of the production mentioned above, whether by film, videotape, magnetic tape, digitally or otherwise;
2. Make copies of the photographs and recordings so made;
3. Use my name and likeness for the purposes of education, promotion or advertising of the sale or trading in the photographs, recordings, and any copies so made.

I further understand the master tape remains the property of the Producer and that there will be no restrictions on the number of times that my name and likeness may be used.

Name (please print) _____ AGE ____ Date: _____

Parent/Guardian Name

Talent Signature (Parent or Guardian if under 18 years of age) Date: _____

Address _____

City _____ State _____ Zip Code _____ Phone _____

eMail address _____

PRODUCTION AGREEMENT

This agreement executed this 17th day of March, 2022 ("Agreement") between **The Smart Trax® Institute Of Technology, Inc. 501(c)(3)** (hereinafter referred to as "**Production Company**"), David Musial (hereinafter referred to as "**Executive Producer**") Kasia Drucker (hereinafter referred to as "**Producer**") and _____ {**STUDENT NAME**} (hereinafter referred to as "**Artist**"), provides for the following:

The term is for 1 Song, (5-8 week creation & recording period)

1. INVESTMENT

(a) General

(i) Production Company is a creator of phonograph records and desires to produce a master recording of Artist's performance ("Master Recordings or "Masters") as a recording artist for the purpose of making demonstration recording ("Demo") for presentation to recording companies for the manufacture, distribution, and sale of phonograph records embodying Artist's performances, mainly but not limited to digital distribution and airplay/streaming.

(ii) Production Company hereby engages Artist's exclusive personal services as a recording artist in connection with the production of this recording and Artist accepts such engagement and agrees to render such services exclusively for Executive Producer during the term of this Agreement, and all extensions and renewals thereof. Artists may collaborate with other producers, this is NOT an exclusive agreement. Artists may collaborate with other Artists and Producers.

(b) The Demo

(i) Production Company agrees to provide production services the necessary studio facilities to Artist, if the Artist does not have the minimum tool of an iPhone or iPad, if Production Company deems necessary, for the immediate purpose of producing and exploiting the Masters and for the further purpose of assisting in the development of the Artist's song creation. {The Artist (Student) may use their hardware ie. iPhone, iPad, Mac computer with the "GarageBand App.} The final instrumental music production through internet "cloud" transfers, will be done at SkyRoom Studio, in Jersey City. The vocal recording may be done at a local recording studio at the Company's expense.

(ii) All recordings made pursuant to this Agreement shall consist of the Artist's recorded performance of material selected and approved by the Executive Producer.

(iii) All masters recorded shall, from the inception of their creation, be entirely the property of Production Company in perpetuity, throughout the Territory, free of any claim whatsoever by Artist or by any persons deriving any rights or interests from Artist. For the purposes hereof, all such Master recordings shall be works made for hire under the United States Copyright Law. (The Artist nor the Parent or Guardian of the Artist is NOT paying any production or studio rental fees. They may be paying an educational tuition fee.) In the event such works are deemed not to be works made for hire, then pursuant to this Agreement Artist hereby transfers all rights to the copyrights in the Masters to Company. Except as set forth in this Agreement, Production Company shall have no right to release the Masters or sell the Masters recorded under this Agreement without Artist's express written permission.

2. RECORD LABEL RECORDING AGREEMENT:

(a) Artist & Executive Producer agree to make an exclusive recording agreement ("Recording Agreement") with One World Artists, LLC a nationally distributed record company ("Recording Company"), providing for (a) a commitment of one (1) single-song, a basic artist royalty of not less than ten percent (10%) of the suggested net selling price, subject to customary adjustments for tape or digital storage, foreign, record clubs, budget records, container charges, etc.

(b) Payment for Executive Producer & Producer's services: In the event Executive Producer is approved by Record Company to produce any master recordings to be recorded for Record Company, Production Company shall pay to Executive Producer & Producer, of royalties received, five percent (5%) for a Producer's fee and the remaining percent to Artist. The royalties shall be payable only after recoupment of all recording costs and other disbursements under this Agreement and the Recording Agreement. This is based on net income to the production company.

{The Artist (group/band) receives 10% and the Producer receives 5% (3% to the Executive Producer & 2% to the Producer) of the WHOLESAL price the retailer pays to the Record Company. This figure will vary as the industry varies. For example, if Amazon Music sells a "download" for 99¢ Retail, the Record Company may receive 70¢ Wholesale. These royalties are based on this figure. 7¢ goes to the songwriters. The teachers share 1/2 with the student band in which they are teaching to compose the song. The band then dives it evenly. If there are 5 students in the band them $3.5/5 = 0.7¢$ per download is earned by each student}

(d) Reimbursement for Expenses: In the event Executive Producer secures and Artist signs with a Record Company a Recording Agreement (pursuant to this paragraph), in addition to the payments to be made to Executive Producer pursuant to this Agreement, Artist shall reimburse Executive Producer for expenses ("Expenses") as defined in this Agreement that is associated with producing the Demo created hereunder. Executive Producer shall keep a record of all expenses incurred for the production of the Masters. The reimbursement from Expenses

shall be payable from any and all Advances or royalties payable to Artist under the Recording Agreement.

3. MUSICAL COMPOSITIONS ("Songs"): The "PRODUCERS" (Executive Producer & Producer) shall share the phono Copyright © (US Form PA) 50/50 with the Artists. (This song will have a group or band of 4 or 5 students making the song with the PRODUCERS.) See "Publishing Details" below.

Producers shall be considered the author of the music and lyrics which are written or composed by Producers, in whole or in part, alone or in collaboration with Artist or with others recorded on the Masters recorded. Such ownership percentage shall be accorded to Producers in accordance with Producer's percentage of authorship based on the copyright laws of the United States and shall be shown on a copyright registration. Appropriate credit as a songwriter and author of the music showing author's performance right society affiliation shall be given to Producers on any record the song appears. Producers shall have the right to prepare and file copyright registration forms for the songs produced under this Agreement. Producers agree to register Artists as an author based on their authorship of the Songs. (To clarify: "Artists" are 5 "Students" who are learning to compose the song.) Producers shall provide Artist with a copy of the filed registration form upon receipt by Producers of the filed form from the Copyright Office.

4. MASTER RIGHTS: (p) All Master Recordings (US form SR, which may also provide the benefit of form PA), created under this and all Records made therefrom, together with the performances embodied therein, shall, from the inception of their creation, be entirely the property of Production Company in perpetuity, throughout the World, free of any claim whatsoever by Artist or by any persons deriving any rights or interests from Artist. For the purposes hereof, all such Master recordings shall be works made for hire under the United States Copyright Law. In the event, such works are deemed not to be works made for hire, then pursuant to this Agreement Artist hereby transfers your rights to the copyrights in the Masters to Producer. Artist agrees to execute any documents to fulfill the transfer of copyright to the Masters upon request by the Production Company. Production Company shall have the right to secure registration of the sound recording copyright (p) in and to the Masters in Producer's name as the owner and author thereof and to secure any and all renewals of such copyright. Nevertheless, Artist shall, upon request, execute and deliver to Production Company any assignments of copyright (including renewals and extensions thereof) in and to such Master recordings as we may deem necessary. Company (and its Licensees) shall have the sole and exclusive right to use the Masters throughout the Territory or any part thereof in any manner it sees fit, including, without limitation, the sole and exclusive right in perpetuity and throughout the World to do the following:

(a) To manufacture, advertise, sell, distribute, lease, license, or otherwise use or dispose of the Masters and Records embodying the songs, in any or all fields of use, by any method now or hereafter known, upon such terms and conditions as Company may elect or, in its sole discretion, refrain therefrom;

(b) To use and publish the names (including all professional, group, and assumed or

fictitious names), photographs, and biographical material or Artist, in connection with the promotion, exploitation, and sale of Records; and

(c) To release derivatives of any one or more of the Masters on any medium or device now or hereafter known, under any name, trademark, or label which the Production Company and its Licensees may from time to time elect.

5. OUTSIDE INVESTMENTS: Any and all investment agreements on behalf of the Artist shall be approved by Producers and Artists and made in accordance with this Agreement.

MUSIC PUBLISHING

The following shall constitute an agreement ("Agreement") on this the 13^h day of April, 2022 between _____ ("Writer") and **NextGen Stars® Music Publishing, ASCAP** (a division of One World Artists, LLC) ("Publisher") with respect to an exclusive co-publishing agreement between Writers and Publisher ("Agreement"). The effectiveness of this Agreement shall not be affected by a change of name and/or personnel of the Writers' group.

1. **TERM: 3 (THREE) YEARS, renewable**

(a) The term of this Agreement shall commence on the 13th Day of April 2022. It is recognized that Writers have entered into an Exclusive Recording Artist Agreement ("Artist Agreement") with **One World Artists, LLC** ("Record Company") &/or The Smart Trax® Records. The Writer hereby grants to Company an option to extend this Agreement for its same **3 (THREE) Year** terms for additional Contract Periods with any Contract Period that extends the Recording Agreement between Record Company and Artist and therefore each additional Contract Period shall be concurrent with such Artist Agreement. However, Publisher's options are concurrent with the Recording Agreement with Record Company, so that failure of Record Company, or its successors or assigns, to exercise its option(s) to any Record recorded under the Artist Agreement with Writer, shall cause Publisher's option(s) for the remaining Records to lapse as well.

(b) In each instance, Publisher's option shall be exercisable by notice to Writers (in the manner prescribed in paragraph 14, below) within thirty (30) days following Writers' delivery to Publisher of a copy of the final mix of the subject optional Record, together with notice of the final U.S. release date for such Record as established by the Record Company and the complete list of the compositions on such Record, the names of all songwriters and publishers of such compositions, and the respective percentages of each with respect to each composition.

(c) "Record"

(i) A "Record" is a newly-made studio recording upon which Writers are the sole featured artist, (band) which is released in the U.S. & Poland, by Record Company which consist of previously-unreleased compositions, at least one of which is a "Subject Composition" (as defined below).

2. **TERRITORY:** The World ("Territory").

3. **SCOPE OF AGREEMENT:**

(a) Subject Compositions:

(i) Subject to those requirements and/or restrictions set forth herein, Writers hereby grant sell and convey to Publisher fifty percent (50%) share of Writers' copyright interest in the of all songs written or co-written by Writers during the Term, subject to the provisions in paragraph 3 (b) below, in the case of co-written compositions (collectively referred to below as "Subject Compositions" or "SCs"), and Publisher shall have the exclusive, rights to the administration of the SCs for the life of copyright in each instance in the Territory. [The Writers maintain 100% of the "Writers' Share" and the Publisher maintains 100% of the "Publisher's Share" or "50/50".]

(b) In the case of co-written compositions, such co-ownership and administration shall only extend to Writers' fractional interest, calculated by multiplying one hundred percent (100%) by a fraction, the numerator of which is Writers and the denominator of which is the total number of contributing writers.

(c) Publisher and Publisher's foreign subsidiaries, affiliates, and licensees have the fullest possible rights to administer and exploit the SCs, to print, publish, sell, dramatize, use and license any and all uses of the SC(s), to execute in its own name any and all licenses and agreements whatsoever affecting or respecting the SC(s), including but not limited to licenses for mechanical reproduction, public performance, dramatic uses, synchronization uses and sub publication, and to assign or license such rights to others, to utilize Writers' name and likeness in connection therewith and to execute PA forms (and other routine copyright documents) in Writers' names and on Writers' behalf as attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable). This statement of exclusive rights is only in clarification and amplification of the rights of the Publisher and not in limitation thereof.

4. **COLLECTION OF INCOME:** Publisher is entitled to receive and collect and shall receive and collect all gross receipts derived from the SC(s). "Gross Receipts" is defined as any and all revenue, income, and sums derived and actually received by Publisher in the United States (after deduction of any collection or other fees charged by The Harry Fox Agency, Inc. or any other such collection agent which may be used by Publisher anywhere in the United States and Canada, and after deduction of any collection fee or share of royalties charged by any collection agent or sub-publisher used by Publisher outside the United States and Canada) from the exploitation of the SC(s), including without limitation, mechanical royalties, synchronization fees, dramatic use fees, printing income and the publisher's share of public performance fees. In the event Publisher or Publisher's subsidiaries or affiliates in the United States or Canada shall print and sell any printed editions of any of the Compositions, Gross Receipts with respect thereto, for the purposes of this Agreement, shall be deemed to be a royalty on the net paid sales

of each printed edition, which royalty shall be equal to the then-current royalty generally being paid by print licensees in the United States to unrelated music publishers.

5. **ROYALTIES/ NET INCOME SHARE**: Publisher shall pay to Writers publishing royalties of fifty percent (50%) of the net income received by Publisher and derived by Publisher from the SC(s), and shall retain the remaining net income for Publisher's own account. In addition, Publisher shall pay Writers songwriter royalties with respect to monies received by Publisher from Publisher's exploitations of SCs in accordance with the annexed Schedule "A", all such royalties (except for royalties with respect to printed editions) to be based upon "Gross Receipts" which shall be all monies actually received by Publisher for Writers' account.

(a) "Net Income" is defined as the gross receipts less the following:

(i) (i) An administration fee of ten percent (10%) of the gross receipts, which Company shall retain for Company's own account;

(ii) Writers' songwriter royalties as prescribed in Schedule "A" or royalties which shall be paid by Publisher to any other writers of SC's pursuant to any songwriter's agreements between Writers and any such other writers (true copies of which latter agreements shall be submitted by Writers to Publisher promptly upon execution thereof).

(iii) Administrative and exploitation expenses of Publisher with respect to the SC(s) including, without limitation, copyright registration fees, advertising and promotion expenses directly related to the SCs, the costs of transcribing for lead sheets, and the costs of producing demonstration records.

(iv) Attorneys' fees, if any, actually paid by Publisher for any agreements (other than the within Agreement) affecting solely the SCs or actual and reasonable out-of-pocket audit and litigation collection expenses.

6. **COLLECTION OF PERFORMANCE ROYALTIES:**

(a) Small performing rights in the SC(s), to the extent permitted by law, shall be assigned to and licensed by the performing rights society to which both parties belong. Said society shall be and is hereby authorized to collect and receive all monies earned from the public performance of the SC(s) in the United States and Canada and shall be and is hereby authorized to collect and receive all monies earned from the public performance of the SC(s) in the United States and Canada and shall be and is hereby directed to pay directly to Publisher the entire amount allocated by said society as the publisher's share of public performance fees for the SC(s) for the United States and Canada.

(b) If any musical composition acquired in whole or in part by Writers during the term hereof or by Publisher under the provisions or the Agreement shall have been written or

co-written by a member of a performing rights society other than the society to which the parties hereto belong, said musical composition or the appropriate share thereof shall be a Composition hereunder, co-owned by an affiliate of Writers which shall be a member of said other society, and administered by Publisher's affiliate.

(c) Annexed hereto in the form of a letter of direction and assignment from Writers to BMI which shall effectuate the provisions of this paragraph. Writers shall sign and deliver to Publisher copies of said letter simultaneously herewith, and in default, thereof Publisher is hereby authorized and empowered by Writers to sign copies of this letter for and on behalf of Writers and submit same to the appropriate society.

7. **COLLECTION OF MECHANICAL ROYALTIES:** Mechanical royalties for the SC(s) for the United States and Canada may be collectible by The Harry Fox Agency, Inc. or any other collection agent which may be designated by Publisher, provided, however, that Publisher shall, in the case of any record company in the United States or Canada affiliated with Publisher, issue the mechanical licenses directly to said record company at the then-current statutory rate (with such reduced rates for special types of sales or distribution for which Publisher customarily grants reduced rates to nonaffiliated record companies) and collect mechanical royalties directly therefrom, in which case there shall be no collection fee as referred to in clause 4 above.

8. **SUBPUBLISHING AGREEMENTS:** Publisher may enter into sub-publishing or collection agreements with, and license or assign this Agreement and any of its rights hereunder and delegate any of its obligations hereunder to, any persons, firms, or corporations in the Territory. If Publisher is or shall be a party to any sub-publishing, collection, or administration agreement for any country of the world with a subsidiary or affiliate, such agreement shall be deemed to be an agreement with an unrelated third party and, for the purposes of this Agreement, such agreement shall be deemed to be on a basis no less favorable to Publisher than an agreement providing for the American publisher to receive fifty percent (50%) of the mechanical royalties computed at the source, fifty percent (50%) of public performance royalties computed at the source and ten percent (10%) of suggested retail selling price on printed editions.

9. **ACCOUNTING:** Statements as to royalties payable hereunder shall be sent by Publisher to Writer on or before the thirtieth day of September of the semi-annual period ending the preceding June 30, and on or before the 31st day of March for the semi-annual period ending the preceding December 31st, together with payment of accrued royalties, if any, earned by Writer hereunder during such semi-annual period, less all Expenses and charges under this Agreement.

a) No royalties shall be payable to Writer by any of Publisher's licensees until payment, therefore, has been received by Publisher or credited to Publisher's Account. Royalties payable by any such licensees shall be deemed to have occurred in the semi-annual accounting period during which such licensees shall have rendered to Publisher accounting statements for such sales.

b) Royalties received or credited to Publisher's account outside of the United States shall be computed in the national currency in which Publisher is paid by Publisher's licensees, shall be credited to Writer's royalty account hereunder at the same rate of exchange as Publisher is paid, and shall be proportionately subject to any transfer or comparable taxes which may be imposed upon Publisher's receipts. In the event, Publisher shall not receive payment in United States dollars in the United States in respect thereof such payment shall not be credited to Writer's royalty account hereunder.

c) Company shall maintain books of account concerning the sale of Records hereunder. Writer, or a certified public accountant, in Writer's behalf, may, at Writer's sole expense, examine Company's said books (relating to the sale of Records hereunder) solely for the purpose of verifying the accuracy thereof, only during Company's normal business hours and upon reasonable written notice.

10. **RIGHT TO PROSECUTE CLAIMS:** Publisher shall have the sole right but not the obligation to prosecute, defend, settle and comprise all suits and actions respecting the SC(s), and generally to do and perform all things necessary concerning the same and the copyrights therein, to prevent and restrain the infringement of copyrights or other rights with respect to the SC(s). In the event of the recovery by Publisher of any monies as a result of a judgment or settlement, such monies shall be divided between Writers and Publisher in the same shares as provided in clause 5 above, after first deducting the expenses of obtaining said monies, including counsel fees, and paying any necessary share thereof to Composer or any other writers. Writer shall have the right to provide counsel for yourself, but at Writers' own expense, to assist in any such matter. Any judgments against Publisher and any settlements by Publisher of claims against Writers respecting any of the SC(s), together with costs and expenses, including counsel fees, shall be covered by the indemnity provisions of paragraph 12 hereof, and Writers' indemnity payment thereunder shall be paid to Publisher promptly upon demand and may also be recouped by Publisher from any and all sums that may become due to Writers hereunder.

11. **WARRANTIES and REPRESENTATIONS:**

(a) Writers hereby warrants and represents that it has the right to enter into this Agreement and to grant to Publisher any rights granted herein and that the exercise by Publisher of any and all rights with respect to the SC(s) will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claims, demands, liens, or encumbrances. Writers acknowledges that Publisher has the right to administer and publish compositions other than Writers' SC(s).

(b) The rights of the parties hereto in and to each Composition shall extend for the full term of the copyright of said Composition and of any derivative copyrights therein the United States of America and throughout the rest of world and for the terms of any and all renewals or extensions thereof in the United States of America and throughout the rest of the Territory.

(c) The parties hereto shall execute any further documents including without limitation, assignments of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this Agreement..

12. **INDEMNIFICATION:** Both Publisher and Writer agree to and do hereby indemnify, save and hold each other harmless of and from any and all loss and damage (including reasonable attorney's fees) arising out of or connected with any claim by anyone or more third parties or any act by each other which is inconsistent with any of the warranties, representations, and/or agreements made by each party herein, and agrees to reimburse each other on written demand for any reasonable payment made by either party at any time with respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of any claim involving such alleged breach or failure, the Publisher may withhold sums, due Writer, hereunder in an amount consistent with such claim.

13. **CURE OF BREACH:** Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within 30 days after receiving notice (15 days, in the case of a payment of money); provided, that if the alleged breach does not involve a payment of money and is of such a nature that it cannot be completely cured within 30 days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such thirty-day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. However, either party shall have the right to seek injunctive relief to prevent a threatened breach of this Agreement by the other party. All payments required to be made by Publisher hereunder shall be subject to any rights and/or remedies which may otherwise be available to Publisher in the event of a breach of this Agreement on Writers' part not cured in the manner prescribed above, and to any withholding which may be required by the rules and regulations of any taxing jurisdiction having authority.

14. **NOTICES and CONSENTS:**

(a) Notices shall be sent registered or certified mail (return receipt requested) postage, prepaid to Writers and to Publisher at the following addresses until written notice of a new address shall be duly given:

To Writer: _____,

Address _____

To Publisher: NextGen Stars® Music Publishing, 45 River Drive South, PH Suite 3503
Jersey City, NJ 07310

(b) Statements (and payments, if applicable) shall be sent by ordinary mail.

(c) Where the consent or approval of a party is required, it shall not be unreasonably withheld (unless expressly provided otherwise herein) and shall be deemed given unless the party whose consent or approval has been requested delivers notice of non-consent or disapproval to the other party within fifteen (15) days after receipt of notice requesting such consent or disapproval.

15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding between the parties, and cannot be changed, modified, or canceled except by an instrument signed by the party sought to be bound.

16. **LAW AND FORUM:**

(a) This Agreement has been entered into and is to be interpreted in accordance with the laws of, the State of New Jersey. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State of Courts located in Hudson County, New Jersey, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

17. **MISCELLANEOUS:**

(a) Nothing contained herein shall constitute a partnership between or a joint venture by Publisher and Writers.

(b) If any provision of this Agreement shall be declared invalid, same shall not affect the validity of the remaining provisions hereof.

(c) No waiver of any provision of this Agreement or of any default hereunder shall affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) The Writers' obligations under this Agreement are joint and several. All references to "Writers" include all members of the group collectively and each member individually unless otherwise specified herein.

(e) "Writers" shall refer to the members of the group as presently comprised and such other individual(s) who at any given time during the term hereof shall then comprise the group. Any substituted individual of Writers' group will be deemed a party to this Agreement and shall agree in writing to be bound by all of the terms and conditions of this Agreement. Writer shall promptly deliver to Publisher any documents as Publisher may require executed by such substituted member as Publisher, in its judgment, may deem necessary or advisable to effectuate the institution of such substituted member.

(f)

6. ACCOUNTING: Producers & Artists shall have the right to inspect and audit the Production Company books and records one time per each semi-annual accounting period, upon thirty (30) days written notice, with respect to royalties payable to Producer & Artists under this Agreement. Nothing in this Agreement shall limit Producers & Artist's rights to accountings or remedies at law under the applicable laws governing this Agreement.

7. TERMINATION :

In the event that Production Company has not negotiated a Recording Agreement within a period of twelve (12) months from the date hereof, either party shall have the right to terminate this Agreement by written notice by registered or certified mail at the respective addresses contained herein. If, however, Production Company is in negotiation evidenced by a written deal memo, with a Record Company before this Agreement expires, this Agreement shall remain in full force and effect to allow for the completion of such negotiating efforts. This contract may be terminated with a 60 day written notice.

8. WARRANTY and INDEMNIFICATIONS:

(a) Warranty: Artist warrants and represents that Artist is under no disability, restrictions, or prohibition, whether contractual or otherwise, with respect to Artist's right to execute this Agreement and perform its terms and conditions, and with respect to Artist's right to record any and all selections hereunder.

(b) Indemnification: Artist agrees to and does hereby indemnify, save and hold Producer & Production Company harmless from any and all loss and damage (including reasonable attorney's fees) arising out of or connected with any claim by a third party which is inconsistent with any of the warranties or representations made by Artist in this Agreement or which is as a result of any breach by Artist of any covenant contained herein. Artist agrees to reimburse Producer & Production Company at any time after the date hereof with respect to any liability or claim to which the foregoing indemnity applies, provided that such liability or claim has been reduced to judgment or has been settled pursuant to a settlement approved by Artist, which approval Artist agrees not to unreasonably withhold. Production Company shall give Artist notice of any such claim and Artist shall have the right to participate in the defense of any claim through counsel of Artist's own choice and at Artist's expense.

9. DEFINITIONS

Records", "recordings", "phonograph records", or "sound recordings" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and

all public or commercial uses including magnetic recording tape, compact disc, laser disc, film, electronic videotapes or recordings, and any other medium or device is now known or later developed whether embodying sound alone, sound synchronized with visual images, or any other audio-visual works or "sight and sound" devices.

“Expenses” shall mean all expenses incurred in connection with the production of audio and/or visual masters and all payments and/or advances to you hereunder, including mechanical royalties to you or others, as well as payments to all of the musicians (including without limitation, instrumentalists, leaders, arrangers, orchestrators, copyists and contractors) vocalists and producers, if any, rendering services in connection with any recordings hereunder, payments to union pension and welfare funds, costs of cartage and instruments hire, studio or hall rentals, editing costs, distribution fees, licensing fees, payroll taxes and other payments to third parties on your behalf, tour support, liability and medical insurance and legal accounting fees payable to your own legal counsel or accountant (if any such payments are actually made by us) and customary artwork, all taxes, mechanical royalties payable to third parties or payable hereunder, manufacturing, packaging charges, or legal fees payable on artist's behalf, or fees associated with filing copyright or trademark fees, and other reasonable expenses incurred by Company for the purpose of production of the Masters and records and all costs attributed to promotional costs, marketing and advertising costs expended in furtherance of the sale of Records produced from the Masters.

10. ENTIRE AGREEMENT This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of this Agreement, shall be binding upon the parties unless confirmed by a written instrument signed by the parties. No waiver of any provisions or any default under this Agreement shall affect the rights of the Production Company thereafter. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of the Agreement shall be effective as though such void, invalid or inoperative provision has not been contained herein. It is agreed that all grants made herein shall survive and continue beyond the expiration for the earlier termination of this Agreement. No breach of this Agreement by Production Company shall be deemed material unless within thirty (30) days after Artist learns of such breach, Artist serves written notice thereof on Production Company specifying the nature thereof and Producer fails or refuses to cure such breach, if any, within sixty (60) days after receipt thereof.

11. JURISDICTION: This Agreement shall be construed in accordance with the laws of the State of New Jersey governing contracts wholly executed and performed therein, and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, and successors. In the event of any dispute under this Agreement relating to the terms of this Agreement, or the breach, validity, or legality thereof, it is agreed that the same be adjudicated in the State of New Jersey and the laws of New Jersey shall apply. In the event of litigation or

arbitration, the prevailing party shall be entitled to recover any and all attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, or for the breach thereof.

12. FORCE MAJEURE: If by reason of illness, injury, accident or refusal to work, Artist fails to perform for Production Company in accordance with the provisions hereunder, or if due wholly or partly to any labor controversy or adjustment thereof, or to any other cause not entirely with Production Company's control or which Production Company could not by reasonable diligence have avoided, Production Company is materially hampered in recording or carrying on its normal business operation, then without limiting Production Company's right in any such event, Production Company shall have the option without liability to suspend the operation of those obligations of this Agreement that are affected for the duration of such suspension, not to exceed six (6) months, shall be added at the end of the then-current period of the term hereof, and then such period and the term of this Agreement shall be accordingly extended.

The effective date of this Agreement shall be the above date herein stated.

Founder & CEO, Executive Producer,

Music & Video Production Company: Smart Trax® Institute of Technology, Inc Non-Profit (501-c-3)

Music Publishing Company: NextGen Stars® Music (ASCAP)

David Allen Musial a.k.a. "Musial"

Address: 45 River Drive South, PH Suite 3503, Jersey City, NJ 07310

Producer, Teacher:

Kasia Drucker

Address _____

Artist/Student:

_____ Age _____ SSN: _____

Parent/Guardian

Signature

Date

Address: _____ Phone: _____

Email: _____

NOTARY or ATTORNEY Signature & Data

_____, _____ 2022

Printed Name:

Firm

Address

Phone _____ Email _____