

Publishing Agreement

This is an agreement between Noisy Planet, Inc., a Nevada Corporation ("we", "us" or "Noisy Planet") and an individual acting as a solo artist, and on behalf of any band, group, association or entity for whom you are acting as an agent ("you" or "Artist"), collectively referred to as the "Parties."

This Agreement incorporates by reference the Noisy Planet Website User Agreement found at www.noisyplanet.net and you agree to its terms. This Agreement is intended to be read with the Website User Agreement not to limit it. Any conflicts or inconsistencies between these Agreements shall be resolved on a case-by-case basis.

1. *Definition.* Noisy Planet is a service that allows members to listen to music, purchase and download music and podcasts, post comments, create blogs, upload pictures/audio/video and to be part of a music community. The service is operated by Noisy Planet, Inc.
2. *Term.* This Agreement shall remain in full force and effect while you use the Website, the Service, and/or are a Member. You may terminate your membership at any time, for any reason by following the instructions on the member account page. Noisy Planet may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your Membership application or such other email or postal address as you may subsequently provide to Noisy Planet.
3. *Intent to Publish.* Noisy Planet, Inc., operates Websites that permit individuals or entities ("Buyers") to purchase songs, and other audio recordings and materials that Noisy Planet members ("Artists") have chosen to make available for sale on Noisy Planet Websites. Noisy Planet may sell this Material via permanent digital download, streams or burns, as individual tracks or as whole albums, and by mailing mechanical reproductions of these Materials.
4. *Licensing.* By accepting this Agreement and/or by the act of uploading Material to Noisy Planet Websites, you hereby grant Noisy Planet the nonexclusive right, for the Term, to promote, sell, distribute, electronically fulfill and deliver your Artist Material via permanent digital download, streams or burns, as individual tracks or as whole albums, pursuant to the terms of this Agreement. To effectuate this intent you hereby grant Noisy Planet a nonexclusive, license to:
 - a. Reproduce, convert, publicly display, transmit, stream, and electronically distribute your Material.
 - b. Use any trademarks, service marks or trade names appearing in your Artist Profile and Material, for purposes of promoting and advertising Noisy Planet products and services.
 - c. Use your name and likeness as well as the names and likenesses of any individuals depicted in or having ownership interests in your Artist Profile and Material, for purposes of promoting and advertising Noisy Planet products and services.
5. *Ownership.* You retain full ownership of any and all Material you submit to Noisy Planet, at all times, subject only to the rights and licenses you grant to us pursuant to this or any other applicable agreement; it being understood that under no circumstances shall Noisy Planet have any lesser rights than it would have as a member of the public. You are free to grant similar rights to others during and after the Term of this Agreement.

6. *Royalties.* Noisy Planet will offer individual songs and other audio recordings for sale to Buyers for a fee, and at times without a fee for promotional purposes. Noisy Planet reserves the right to modify its pricing and terms from time to time at its sole discretion. If you disagree with any pricing policies or pricing changes, your sole remedy is to terminate this Agreement.
- a. Noisy Planet will pay you for every Valid Sale of your Material during the Term. "Valid Sale" means that we actually receive full and proper payment from the Buyer for the item being purchased. You will be compensated per sale according to the following:

Royalty and Bonus Schedule

Number of Downloads	Royalty	One-Time Bonuses*
1 – 99	\$ 0.65	None
100 – 999	\$ 0.65	20 NoisyBucks™ for 100 th download
1,000 - 9,999	\$ 0.75	100 NoisyBucks plus online recognition*
10,000 – 99,999	\$ 0.80	500 NoisyBucks plus studio time*
100,000 or more	\$ 0.85	Recording Contract*

*One-Time Bonuses will be distributed once per Artist account at time that download milestone is reached; online recognition will include "Featured Artist" status on Noisy Planet Websites and associated press release; value of studio time to be determined at time that download milestone is reached and will be applied to production time at studio selected by Noisy Planet Inc; details of recording contract will be negotiated and specified based on mutually agreeable terms at time that download milestone is reached.

- b. In the event a Buyer reports to Noisy Planet that digital delivery of a validly purchased item of your Material failed in whole or in part, you authorize Noisy Planet to deliver a "Replacement Download" of such Material to such Buyer. Noisy Planet will not charge Buyers for Replacement Downloads, and accordingly will not owe or pay anything to you for Replacement Downloads.
- c. If a Buyer purchases your Material and is unable to download it for any reason, you authorize Noisy Planet in its sole discretion to provide the Buyer with one of the following remedies: (i) Noisy Planet may refund the Buyer's payment for the purchased item, and deduct the amount refunded to the Buyer from any amounts due to you hereunder; or (ii) Noisy Planet may provide the Buyer with a credit that may be redeemed for other Content found on Noisy Planet Websites.
- d. Noisy Planet makes all songs available for preview on its websites, and it is understood that all previews are for promotional purposes and are not subject to royalty accruals and payments.
- e. In the event that Noisy Planet offers downloads at no cost to its website visitors, Noisy Planet will continue to pay royalties on any free downloads according to the Royalty and Bonus Schedule whether or not Noisy Planet receives any free download subsidies from its Corporate sponsors.
- f. You may choose at your own discretion to use Noisy Planet's Digital Distribution service that will place your materials and make your songs available for sale on third party retail sites, and you agree that any royalties resulting from sales, promotions and downloads are third party retail sites are subject to the third parties' royalty agreements with its vendors and music aggregators, including Noisy Planet. In the event that your music generates sales and royalties on third party sites, your sales and royalties will be reported to you on the quarterly statement issued by Noisy Planet and referred to in paragraph 7 of this agreement, and that Noisy Planet will pay you 97% (ninety-seven percent) of net proceeds received from these third party sales.

7. *Payment Schedule.* Noisy Planet will distribute a statement and payment to you once per calendar quarter but only at such times as the total amount owed to you equals or exceeds five United States dollars (\$5.00). Noisy Planet will remit payment amounts owed to you within thirty (30) days of the end of the calendar quarter in which you are entitled to payment.
 - a. You may request that any amount owed to you be converted to NoisyBucks™ at the rate of \$1.10 in NoisyBucks for every \$1.00 owed to you. (i) NoisyBucks are defined as credits that can be used to purchase goods and services exclusively at Noisy Planet Websites. (ii) NoisyBucks issued to you will be held in account and can be redeemed at any time upon check out in order to complete the purchase of goods and services at Noisy Planet Websites. (iii) NoisyBucks hold no monetary value outside Noisy Planet Websites and cannot be converted into cash or any cash equivalent.
 - b. You may at any time request an "off schedule" payment, defined as payments submitted outside the normal quarterly accounting reconciliation and payment cycle. Noisy Planet will upon your request remit payment amounts owed to you within fifteen (15) days of your request, and your payment will be subject to a five (\$5.00) dollar processing fee.
 - c. If you are acting on behalf of another Artist or any other party, distribution of payment or other fees due to such Parties is your sole responsibility.
8. *Copyright Ownership.* By accepting this Agreement and/or submitting your Artist Materials (collectively, "Content," "Material," "Works," "Compositions") to Noisy Planet, you expressly warrant and represent the following to Noisy Planet and acknowledge that Noisy Planet is relying upon such warranties and representations:
 - a. You have reached the age of majority and are otherwise competent to enter into contracts in your jurisdiction; and that in any event you are at least 18 years of age.
 - b. All Material submitted to Noisy Planet by you is original; that your Material was either created solely by you or, by written assignment, you have acquired all worldwide intellectual property rights in and to your Material or that, if your Material contains any "samples" or other copyrightable work the rights to which are owned in whole or in part by any person or entity other than you, that you have obtained and hold all rights, approvals, consents, licenses and/or permissions, in proper legal form, necessary to use and include such work in your Material; and that your Material does not otherwise infringe on the intellectual property rights of any person, firm, corporation or entity whatsoever.
 - c. No other rights, approvals, consents, licenses and/or permissions are required from any other person or entity to submit your Material on the terms provided herein or to grant Noisy Planet the licenses set forth herein.
 - d. Your Material does not violate any common law or statutory patent, copyright, privacy, publicity, trademark or trade secret rights of any person or entity and is not libelous, defamatory, obscene or otherwise actionable at law or equity.
9. *Content Posted on Noisy Planet Websites.*
 - a. You are solely responsible for creating and submitting the Content that you publish or display (hereinafter, "post") on the Service or any material or information that you transmit to other Members.
 - b. By posting any Content to the public areas of the Website, you hereby grant to Noisy Planet the non-exclusive, worldwide license to use, publicly perform, publicly display, modify, and translate such Content on the Website. This license will terminate at the time you remove such Content from the Website.

- c. You understand and agree that Noisy Planet may review and delete any content, messages, text, files, images, photos, videos, sounds, profiles, works of authorship, or any other materials that in the sole judgment of Noisy Planet violate this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any Member.
- d. You represent and warrant that: (i) you own the Content posted by you on the Website or otherwise have the right to grant the license set forth in this section, and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, intellectual property rights, or any other rights of any person, and (iii) Your Material does not contain and will not produce any viruses or other harmful code or other information that could damage or otherwise interfere with our computer systems or data and/or that of our customers, and (iv) the posting of your Content on the Website does not result in a breach of any contract between you and a third party.
- e. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Noisy Planet reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. Prohibited Content includes Content that: (i) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person; (iii) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (iv) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (v) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); (vi) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (vii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (viii) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (ix) for artist, band or musician profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive content intended to draw traffic to your Artist Profile.
- f. Noisy Planet may at its sole discretion assign and display a parental advisory warning or other notice of explicit or mature content about a particular sound recording included in your Material, and Noisy Planet shall make such explicit advisory information available to Buyers.
- g. You understand and agree that you are submitting your Material entirely at your own risk, and with the express understanding that Noisy Planet does not employ anti-piracy measures.

10. *Copyright Policy.* You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Noisy Planet to terminate membership privileges of any member who repeatedly infringes copyright upon prompt notification to Noisy Planet by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on

the Service in a way that constitutes copyright infringement, please submit an inquiry in writing to legal@noisyplanet.net or Noisy Planet, Inc., 507 Casazza Street, Suite A, Reno, NV, United States with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

- a. You agree to sign and deliver to Noisy Planet any additional documents that Noisy Planet may request to confirm Noisy Planet's rights and your warranties and representations under this Agreement.
- b. You acknowledge that Noisy Planet is relying upon the representations, warranties and covenants you have made herein. You agree to and hereby do indemnify Noisy Planet, its licensees, assigns and customers against, and hold them harmless from, any loss, expense (including reasonable attorney fees and expenses), or damage occasioned by any claim, demand, suit, recovery, or settlement arising out of any breach or alleged breach of any of the representations, warranties or covenants made herein or arising out of any failure by you to fulfill any of the representations, warranties, or covenants you have made herein.

11. *Technical Requirements.* Audio files posted to Noisy Planet Websites will be in MP3 format at 44,100 khz and not lower than 192 kbps. In the event that files are submitted that have not been formatted accordingly may be returned to the Artist by Noisy Planet. Contact Noisy Planet at artistservices@noisyplanet.net to inquire about our file conversion services.

12. *General Provisions.*

- a. You may terminate this Agreement at any time by providing Noisy Planet with thirty (30) days' written notice of your intention to terminate.
- b. All legal notices required to be sent to Noisy Planet under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage paid, or by overnight delivery service, to Noisy Planet Inc., 507 Casazza Street, Suite A, Reno, NV 89509, Attention: Legal.
- c. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Noisy Planet's option.
- d. This Agreement is binding on the Parties and their respective heirs, legatees, executors, successors and assigns. Except for Policies and other agreements incorporated by reference herein, this Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.
- e. This Agreement shall be deemed to have been made in the State of Nevada, and it shall be governed by the substantive laws of the State of Nevada without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state

and federal courts sitting in Washoe County, Nevada, and you hereby waive any jurisdictional, venue or inconvenient forum objections.

- f. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment or franchise relationship between the Parties.
- g. Each Party hereto agrees to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.
- h. Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.
- i. No breach of this Agreement by Noisy Planet shall be deemed material unless the Party alleging such breach shall have given Noisy Planet written notice of such breach, and Noisy Planet shall fail to cure such breach within thirty (30) days after its receipt of such notice.
- j. All duties, liabilities, obligations, warranties, representations, covenants, authorizations, agreements and restrictions undertaken by and/or imposed upon you in connection with this Agreement shall be deemed to apply jointly and severally to all members collectively and each member individually of any group at any time comprising the Artist whose recordings or other Materials you upload or otherwise make available to Noisy Planet Websites.
- k. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Noisy Planet Websites and Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.



Kevin Petersen
President
Noisy Planet, Inc.

Artist or Agent Signature Date

Print Name