

SABRESOUND DIGITAL REPRESENTATION AGREEMENT

This Digital Distribution Representation Agreement (“Agreement”) is made as of this ____ day of _____, 2010, (the “Effective Date”) between Sabresound Digital (“SD”), and the owner of the masters and musical content identified on the signature page of this Agreement (“Licensor”).

In consideration of the following mutual promises, covenants, and conditions, the parties agree as follows:

SECTION 1. BACKGROUND AND PURPOSE

Sabresound Digital (SD) is in the business of representing rights holders’ catalogs of music (sound recordings and composition rights) for the purpose of licensing the digital rights for digital distribution representation. SD also is in the business of providing comprehensive management services for rights holders’ entire digital music portfolio, including catalog encoding and metadata management and online retail promotion. Licensor is in the business of recording, producing and marketing musical sound recordings, musical compositions and other intellectual properties.

This Agreement covers the catalog of Licensor’s music, which includes all current master recordings and future master recordings created during the Term, that Licensor has the right to license, as well as all master recording packaging, artwork, and marketing materials, and trade names, trademarks, and logos. This Agreement also covers all musical compositions embodied in the master sound recordings that Licensor has the right to license. Collectively, all such intellectual properties and content referred to in the preceding two sentences are referred to as “Catalog”.

SECTION 2. GRANT OF AUTHORITY TO Sabresound Digital

(a) By this Agreement, Licensor grants to SD a worldwide (but subject to the particular territorial limitations applicable to each master sound recording, as designated by Licensor) right on behalf and under the authority of Licensor to: (i) represent Licensor for the purpose of licensing the Catalog through SD to third party Digital Music Services (as defined below) collectively with other independent content owners; and (ii) collect, administer, and distribute proceeds from such Digital Music Services for uses of the Catalog as authorized by SD under this Agreement;

(b) As used herein, “Digital Music Services” shall refer to Internet sites and on-line services that are legally authorized to sell or broadcast music, for a fee and/or for free, in digital form via downloading, streaming or other existing and future digital delivery methods, including but not limited to, any and all on-line services, service over telephone lines, microwave signals, radio waves, satellite, wireless, cable, electricity power lines, or any other lawfully authorized method now known or hereinafter invented. Without limiting the foregoing, and subject to the procedure set out at Section 8 herein below in regards each particular Digital Music Service agreement, SD shall have the right to authorize others to distribute the Catalog via the following Digital Music Services, and to collect, administer and distribute proceeds and other earning derived from such uses:

- (i) Unrestricted downloads;
- (ii) Compact disc burns;
- (iii) Restricted/tethered downloads;
- (iv) On-demand interactive streams;
- (v) Interactive radio;
- (vi) Non-interactive radio (compulsory license).
- (vii) Non-interactive radio (voluntary license); and
- (viii) The servicing of any and all other existing and to be developed digital music delivery methods.

(c) At Licensor's option, such option to be exercised via the procedure set out at Section 8 hereinbelow, SD shall also collect, administer and distribute proceeds due Licensor from all third party digital sound recording licenses, including without limitation non-interactive radio webcasting, satellite radio, and cable subscription royalties from Sound Exchange (and any other authorized organization or successor thereto) and Audio Home Recording Act royalties from the AARC (and any other authorized organization or successor thereto).

(e) If any of the above rights are currently licensed to a third party by Licensor, SD, during the Term of this Agreement, may at Licensor's election, be appointed Licensor's authorized representative in connection with such current licenses.

(f) SD shall have the right to prepare and encode the master sound recordings that comprise the Catalog in any format now known or hereafter devised for purposes of facilitating the intent of this Agreement and the exercise of the rights granted to DDS in this Agreement.

(g) All other rights in and to the Catalog are expressly reserved by Licensor. Without limiting the generality of the foregoing, Licensor shall have the right to issue direct digital licenses to the Catalog (except to other aggregators and/or sublicensing entities) so long as Licensor notifies SD of each such direct digital license.

SECTION 3. SERVICES

SD will, at its sole expense, provide Licensor with the following services:

(a) Encode Licensor's Catalog and Store lossless digital masters and metadata on servers for the purpose of automated delivery to Digital Music Service licensees;

(b) Negotiate terms and draft agreements for uses of the Catalog as contemplated hereunder, and administer such agreements.

(c) Deliver encodings and metadata to Digital Music Services.

(d) Render aggregate usage data reports to Licensor no later than one hundred five (105) days after the end of each calendar month for all monies received during that calendar month.

(e) Allow Licensor to, among other things, opt-out of particular Digital Music Service agreements (as provided in Section 8 hereinbelow), opt-out of particular Promotions (as defined in Section 3(f)(ii) below), input and approve catalog metadata, designate territorial limitations, designate start points for sample clips, designate tracks for promotional use, indicate controlled compositions, etc.).

(f) SD will offer Licensor the ability to avail itself of the following promotional endeavors:

(i) Allow Licensor to designate certain of its master sound recordings to be promotional tracks (the "Promo Tracks"). Licensor hereby waives any right to collect any proceeds or other remuneration for the distribution of Promo Track(s) vis-à-vis a particular Promotion. For avoidance of doubt, to the extent applicable, Licensor shall be responsible for any record royalty participants, mechanical royalties payable to publishers for songs embodied in the Promo Track(s), or any other royalties, fees and/or sums payable with respect to the use of a Promo Track(s) in any authorized Promotion. Licensor shall be able to change which master sound recordings are designated as Promo Tracks from time to time.

(ii) SD shall use commercially reasonable efforts to negotiate promotional agreements to allow particular websites to offer free downloads and/or streams of the designated Promo Tracks (the "Promotions"). Such Promotions may occur

with, without limitation, commercial download stores, free download websites, webcasters, community website, and the like. Licensor shall have the right to opt-out of any particular Promotion with 2 weeks notice.

- (iii) All of the foregoing of subsections (i) and (ii) above notwithstanding, Licensor acknowledges that SD is not guaranteeing that any Promotions will actually occur, nor does Licensor's act of designating a track as a Promo Track guarantee utilization as such; all decisions whether to use any particular Promo Track(s) lie solely with the particular website hosting the Promotion.

SECTION 4. MATERIALS TO BE SUPPLIED BY LICENSOR

To facilitate SD providing the described services, Licensor will provide SD with: (a) .wav files of its repertory for the purposes of digital encoding and back-up protection, and make available additional physical copies where needed to fulfill specific service requests (with Licensor's approval); and (b) a list of Licensor's Catalog (both master recordings and musical compositions) available for inclusion in a third party's Digital Music Services; and (c) such other information as SD shall reasonably request from time to time in connection with the negotiation of licenses, including the identity of, and contact information for, those entities or individuals owning copyrights in compositions on the masters to the extent such compositions are not owned or controlled by Licensor or its affiliates.

SECTION 5. COMPENSATION

In compensation for the services of SD described in this Agreement, Licensor agrees that SD shall retain a percentage of all royalties paid on behalf of Licensor. For each respective 3-month period of the Term, SD shall retain 30 percent (30%).

SECTION 6. ACCOUNTING AND PAYMENTS; AUDITS

SD will collect and distribute to Licensor aggregate royalties received from all Digital Music Services due to Licensor no later than the forty-fifth day after the end of each calendar quarter for all monies received during that preceding calendar quarter. If aggregate royalties due to Licensor are less than Twenty-Five Dollars (\$25), the royalty balance will be rolled over until the calendar quarterly accounting period(s) which consists of the months January, April, July, & October.

in which an aggregate of at least Twenty-Five Dollars (\$25) is due to Licensor. SD shall make payments based solely upon information provided by Digital Music Service licensees under licenses negotiated by SD, and SD shall not be responsible for representations within the Digital Music Services' accounting to SD. No monies shall be payable to Licensor until payment has been actually received by SD or credited to its account.

SECTION 7. TERM

The Term of this Agreement commences on the date it is signed by Licensor, and continues until either party terminates it. The Agreement may be terminated by Licensor upon written notice (as provided below) delivered to SD at least thirty (30) days prior to the end of the then current calendar quarter, or at the end of the next calendar quarter if less than thirty (30) days remain from the time of the notice until the end of the then current calendar quarter (the "Termination Date"). A "take-down" fee of \$100.00 per title will be applied to licensor's catalog in case of early termination of this contract. Thereafter, SD shall have the right to continue to provide administrative services as provided herein and continue to be entitled to collect its fee from any payment, royalties, proceeds or other monies that SD receives after the Termination Date for a limited period of time as follows (the "Collection Period"):

(a) For a period of two (2) years from the Effective Date of this Agreement, in the event Licensor's Catalog was made available to a third party pursuant to an agreement that was in effect at the time Licensor entered into this Agreement with SD; or

(b) For a period of two (2) years from the date of the complete execution of any third party agreement entered into by SD after the Effective Date of this Agreement between Licensor and SD.

Under either (a) or (b) above, SD will use commercially reasonable efforts to notify the appropriate third party Digital Music Service(s) of Licensor's termination of this Agreement.

SECTION 8. PROCEDURE

(a) SD cannot guarantee that a Digital Music Service will utilize the Catalog or any of the individual musical compositions or master sound recordings that comprise the Catalog. The method, manner and extent of advertising, distribution, promotion and exploitation of the Catalog with third party Digital Music Services shall be within the sole discretion of SD.

(c) In the event Licensor no longer has the necessary rights to an individual musical composition or master sound recording that comprises the Catalog (the "Deleted Work"), Licensor shall promptly notify SD to remove the Deleted Work from any subsequent use in a third party Digital Music Service. In such event, SD will use commercially reasonable efforts to direct a licensed Digital Music Service company to remove the Deleted Work(s) after the date of such notice. However, Licensor acknowledges and agrees that the Deleted Work may remain available for a period under a pre-existing license or arrangement with a third party issued by the licensed Digital Music Service Company. In this case, the \$100.00 per title take-down fee will be applicable.

SECTION 9. REPRESENTATIONS AND WARRANTIES

(a) Licensor represents and warrants that:

- (i) Licensor has the right and power to enter into and fully perform all of its obligations under this Agreement;
- (ii) Licensor has the authority and right to provide SD with the right to utilize Licensor's Catalog throughout the Term of this Agreement provided that Licensor's Catalog is utilized by SD solely in such a manner and for such purposes as are expressly provided in this Agreement;
- (iii) SD's use of Licensor's Catalog as provided herein will not infringe upon any third party copyright, trademark, patent, trade secret, or other third party proprietary, intellectual property, or contractual or other right; and
- (iv) No agreement of any kind previously entered into by Licensor or entered into by Licensor after the date of this Agreement will interfere in any manner with the complete performance by Licensor of this Agreement; or interfere with the rights granted by Licensor to SD herein including, but not limited to, the representation rights to the Catalog, or any agreement entered into by SD with a third party concerning the licensing and/or representation of the Catalog.
- (v) Licensor shall be solely responsible for the payment of any and all of the following: (i) all fees, income, monies, royalties or any other compensation due artists, producers, master recording copyright owners, and all other third persons whose performance is embodied in a master sound recording or is otherwise involved in the creation of the master sound recording that is included in the

Catalog; (ii), all mechanical royalties payable to publishers, publishing administrators, writers and co-writers of musical compositions that are included in the Catalog; (iii) all payments that may be required under any collective bargaining agreements applicable to the master sound recordings and musical compositions that comprise the Catalog; and (iv) any other fees, compensation, royalties or other monies due and or payable with respect to the artwork, metadata, trademarks and logos in the Catalog or materials provided by Licensor to SD. In no event shall SD be responsible for any such payments and Licensor shall indemnify and hold SD harmless from any and all claims, demands, causes of action, debts or liabilities, including reasonable attorney's fees, paid or incurred by reason of the Licensor's breach of the representations and warranties made by Licensor in this Section 9 (a)(v).

- (b) SD represents and warrants that:
- (i) SD has the right and power to enter into and fully perform all of its obligations under this Agreement;
 - (ii) SD will comply with all applicable laws in the performance of its obligations hereunder;
 - (iii) SD will use commercially reasonable efforts to ensure that SD's service will comply at all times during the Term with the descriptions provided in this Agreement; and

(iv) Notwithstanding any other provision hereof, SD does not warrant or guarantee that SD's service will be uninterrupted or error-free. SD DISCLAIMS ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 10. INDEMNITY

(a) Mutual Indemnification. Each party (an "Indemnifying Party") will indemnify, defend, and hold harmless the other party, its parents, subsidiaries, affiliates, and their respective directors, officers, employees, and agents (an "Indemnified Party"), with respect to any claim, demand, cause of action, or debt or liability brought by or claimed by any third party, including reasonable outside attorneys' fees (collectively "Claims"), to the extent that any such Claim is based upon or arises out of a breach of any of the Indemnifying Party's representations, warranties, covenants, or obligations hereunder. The foregoing indemnity will be applicable only to such Claims as have been reduced to final non-appealable judgment or settled with the consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed).

(b) Indemnification Notice. In claiming any indemnification hereunder, the Indemnified Party will promptly provide the Indemnifying Party with written notice of any Claim which the then Indemnified Party believes falls within the scope of this Section 10; provided, that the failure to promptly notify the Indemnifying Party will not affect the Indemnified Party's right to indemnification if such delay did not materially prejudice the defense of such Claim. The Indemnified Party may, at its own expense, assist and participate in the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party may not be entered into without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

(c) Limitation of Damages. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, INCLUDING UNDER THIS SECTION 10, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER,

INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF SERVICE, DOWNTIME COSTS, LOSS OF USE OF EQUIPMENT, FACILITIES OR SERVICES, LOST PRODUCTION, LOSS OF GOODWILL, LOST DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE PARTY WILL HAVE BEEN INFORMED OR ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

SECTION 11. CONFIDENTIALITY

Neither Licensor nor SD (nor any affiliates of the foregoing) will disclose or reveal to any person or entity the terms and conditions of this Agreement or any Confidential Information (as defined below), except as required by governmental proceeding, applicable law or court order. Either party hereto may disclose Confidential Information to its advisors, attorneys under privilege, and its employees or agents on a “need to know” basis. Upon termination or expiration of this Agreement, each party will promptly return all Confidential Information of the other party and all copies thereof, if any. The parties’ obligations set forth in this Section 10 will survive any expiration or termination of the Term. In the event that either party or its affiliates is required by law to disclose any such Confidential Information, such party will notify the other party in writing so that the other party may seek a protective order and/or other motion to prevent or limit the production or disclosure of such information.

“Confidential Information” means: (i) all non-public information of a party and its affiliates, including information relating to SD’s reports, ideas, concepts, know-how, techniques, technology, designs, specifications, drawings, diagrams, data, code, marketing plans, strategies and data, usage data, customer lists, suppliers, sources of materials, financial information, pricing information, business relationships, employees, trade secrets, and other technical or business information and any information, data or reports prepared or compiled under this Agreement; and (ii) the terms of this Agreement. Confidential Information will not be deemed to include any information which: (A) is publicly known at the time of the disclosure; (B) becomes publicly known other than by breach of the terms of this Section 10; (C) becomes known to the disclosing party, without restriction, from a source free of any obligation of confidentiality and without breach of this Section 10; or (D) is independently developed by the disclosing party.

SECTION 12. PROPRIETARY INFORMATION

Licensor agrees that SD shall be permitted to collect and use for its business purposes any demographic, identifying or other statistical information it receives or obtains from a Digital Music Service regarding the Catalog including, without limitation, revenues resulting from advertising or sponsorships associated with the Catalog and Digital Music Service, number of downloads or streams, source of arrival at the Digital Music Service and similar related statistics, so long as the end user (defined herein as an individual who accesses a third party’s Digital Music Service that includes the Catalog solely for consumer use) has consented to the collection and use of such information. It is understood that SD will not utilize such information in a form that personally identifies the end user or recording artist or songwriter affiliated with Licensor other than relative chart placement based upon usage. Upon Licensor’s request, SD agrees to provide all such information collected by SD concerning the Catalog and consented to by the end user.

SECTION 13. GENERAL PROVISIONS

Licensor may not assign this Agreement or its rights and responsibilities under this Agreement, without the prior written consent of SD. This Agreement will be construed in accordance with the laws of the State of Tennessee, except that State's choice of law provisions. If any provision of this Agreement is deemed unenforceable or void, the balance of this Agreement shall remain in full force and effect. Licensor warrants that Licensor has not been induced to execute this Agreement by any agreements or statements made by SD or its representatives as to the nature or extent of SD's proposed exercise of any of the rights, licenses, or privileges granted to SD by this Agreement. A waiver by either party of any term or condition of this Agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this Agreement will be cumulative and none of them will limit any other remedy, right, undertaking, obligation or agreement of either party. This Agreement constitutes the entire agreement between SD and Licensor relating to its subject matter, and supersedes all prior agreements between SD and Licensor, whether oral or written, relating to its subject matter, and may not be modified except in writing signed by both parties. Notice may be given by any of the following methods and shall be deemed to have been received: upon personal delivery; if sent by fax, upon confirmation of receipt; if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; if by email or other electronic transmission, upon successful transmission to the email address as follows: **Info@Punkstar.com** If any action or proceeding is commenced under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

Artists name:

Company or individual name (checks payable to):

Artist name, if different from above:

Address:

****By typing your name below, you agree that this is valid as your signature.***

By: _____

Title:

SabreSound Digital

By: Darron J Hemann

Title: President