CERTIFICATE OF EMPLOYMENT

“ ”

_____- Composer

_____ ("Composer"), has furnished and is furnishing services as composer of the score for the motion picture tentatively entitled “_____ (the "Picture") for _____ ("Company"). Composer has composed all songs and music listed in Exhibit “A” as original works for the Picture, as well as other music for the Picture (collectively the “Music”). The parties previously entered into various other agreements, which may have included a Certificate of Employment, Music Agreement, Synchronization License and/or the Master Use License, among others (collectively “Prior Documents”) with respect to such services. These prior agreements were not clear as to the nature of the services rendered and the ownership and rights granted in and to the Music. As such, the parties wish to clarify the rights granted as set forth in this Certificate. To the extent of any inconsistency or ambiguity between this Certificate and the Prior Documents, the terms of this Certificate shall control. This Certificate of Employment supercedes and replaces all other documents executed by Composer with respect to the Picture, to the extent inconsistent or ambiguous with this document.

For good and valuable consideration, receipt of which is hereby acknowledged, Composer hereby acknowledges, certifies and agrees that all results and proceeds of every kind of services heretofore and hereafter to be rendered by Composer in connection with the Picture, including without limitation the composition and performance of the Music, any other performance of services by Composer in connection with the Picture, and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Composer which in any way relate to the Picture or to the material on which the Picture will be based (collectively, "Material"), are and shall be deemed to be works made for hire for Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein ("Rights"). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the Material is not deemed or otherwise considered a work made for hire, then to the fullest extent allowable and for the full term of protection otherwise accorded to Composer under such applicable law (including any and all renewals, extensions and revivals thereof), Composer hereby assigns and transfers to Company the Rights and, in connection therewith, any and all right, title and interest of Composer in the Picture and any other works now or hereafter created containing the Material.

Composer hereby grants Company the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Composer hereby irrevocably waives or assigns to Company his so-called "moral rights" or "droit moral". Composer expressly acknowledges that many parties will contribute to the Picture and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Composer of "moral rights" or "droit moral" is not effective, then Composer agrees to exercise such rights in a manner that recognizes the contribution of and will not have a material adverse effect upon such other parties.

Company, on the one hand, and Composer, on the other, acknowledge and agree that the following sums are in consideration of, and constitute equitable remuneration for, the rental right included in the Rights: (i) an agreed allocation to the rental right of 3.8% of the fixed compensation and, if applicable, 3.8% of the contingent compensation payable by Company to Composer in connection with the Picture; (ii) any sums payable to Composer with respect to the rental right under any applicable collective bargaining or other industry-wide agreement; and (iii) the residuals payable to Composer under any such collective bargaining or other industry-wide agreement with respect to home video exploitation which are reasonably attributable to sale of home video devices for rental purposes in the territories or jurisdictions where the rental right is recognized. If under the applicable law of any territory or jurisdiction any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Company of the rental right shall nevertheless by fully effective, and Company shall pay Composer such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law. Since Company has already paid or agreed to pay Composer equitable remuneration for the rental right, Composer hereby assigns to Company all compensation for the rental right payable or which may become payable to Composer on account or in the nature of a tax or levy, through a collecting society or otherwise. Composer shall cooperate fully with Company in the collection and payment to Company of such compensation. Further, since Company has already paid or agreed to pay Composer full consideration for all services rendered and rights granted by Composer hereunder, Composer hereby assigns to Company all other compensation payable or which may become payable to Composer on account or in the nature of a tax or levy, through a collecting society or otherwise, under the applicable law of any territory or jurisdiction, including by way of illustration only, so-called blank tape and similar levies. Composer shall cooperate fully with Company in connection with the collection and payment to Company of all such compensation.

Composer will, upon request, execute, acknowledge and deliver to Company any and all documents consistent herewith which Company may reasonably deem necessary to evidence and effectuate all or any of Company's rights hereunder. Composer hereby irrevocably appoints Company as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Composer fails to execute, acknowledge and deliver within 5 business days after Company's request therefor and furnishing of copies, unless a shorter period of time is reasonably required by Company. The appointment shall be a power coupled with an interest. Company shall provide Composer with a copy of any such document Company executes on behalf of Composer, provided that a failure by Company to send such a copy shall not constitute a breach hereof.

Composer hereby grants to Company the perpetual right to issue and authorize publicity concerning Composer, and to use Composer's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and exploitation of any motion picture in which material written hereunder or services rendered hereunder shall be used in whole or in part. Without limiting the generality of the foregoing, Company may use Composer's name, voice and likeness in connection with publications, by-products, merchandise, commodities and services of every kind, provided reference is made to the Picture or the literary property or screenplay upon which the Picture is based, or any part thereof, or to Composer's engagement hereunder, and provided Composer is not represented as using or endorsing any such item.

Composer represents and warrants that: Composer is free to grant all rights herein granted and to make all agreements made by Composer herein; Composer has not made, and will not make, any grant or assignment which will conflict with or impair the complete and quiet enjoyment of Company's rights hereunder; Composer is not subject to any conflicting obligations or any disability which will prevent or interfere with the performance of Composer's services.

Composer agrees to pay or has paid all costs and expenses in connection with the composing, arranging, copying and delivery of the Music, including but not limited to all recording costs, musicians fees (if any) and any union fees or residuals. Company shall not be under any financial obligation whatsoever with respect to the foregoing.

Composer further represents and warrants that: the Material (other than any written material supplied by Company to Composer or incorporated by Company into any Material written by Composer) is or will be original with Composer (or provided Composer notifies Company thereof, is in minor part in the public domain); any Material written by Composer has not been copied in whole or in part from, or based on, any other work except that submitted by Company or Composer as a basis for the Material; the Material has not been exploited in any manner and/or medium; the Material is not and will not be based in whole or in part on the life of any real person except as approved in writing in advance by Company; any Material contributed in writing by Composer does not and will not infringe upon the copyright of any person or entity, and any other Material contributed by Composer, to the best of Composer's knowledge (including that which he/she should have known in the exercise of reasonable prudence), does not and will not infringe upon the copyright of any person or entity; and, to the best of Composer's knowledge (including that which he/she should have known in the exercise of reasonable prudence), the Material does not and will not constitute a libel or slander of any person or entity or infringe upon or violate the right of privacy or any other right of any person or entity.

Composer shall indemnify Company against any and all liability, damages, costs and expenses (including reasonable outside attorneys' fees and costs) in connection with any third party claim or action arising out of the breach of any of their representations, warranties or agreements herein. Company shall indemnify and defend Composer against any and all liability, damages, costs) in connection with any third party claim or action (other than those arising out of a breach of Composer's representations, warranties or agreements hereunder or out of any criminal misconduct or malicious or willful acts by Composer) in connection with Company's development, production, distribution or exploitation of the Material, Picture and/or any element thereof or therein.

Composer hereby covenants and agrees that Composer shall not have or be deemed to have any lien, charge or other encumbrance upon any of the rights conveyed to Company herein or proceeds derived therefrom, and that no act of or omission by Company, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Company's ownership of the rights conveyed herein. Composer's sole remedy for any breach or alleged breach hereof by Company shall be an action at law to recover such damages as may have been actually suffered by them as a result thereof and Composer shall not have the right to terminate or rescind this Certificate of Employment or any agreement in respect of Composer's services or any of the rights granted to Company hereunder or thereunder, or to enjoin or restrain the use of or the exhibition, distribution, advertising, promotion or exploitation of the Picture and or any of Company's rights pursuant to this Certificate of Employment or any agreement in respect to the Picture.

Executed as of _____.

_____ [ ] ("Composer")	[ ] ("Company") By:_____ Its:_____

EXHIBIT “A”

SONG LIST