

**CERTIFICATE OF RESULTS AND PROCEEDS**

The undersigned \_\_\_\_\_ (“Artist”), hereby certifies, acknowledges and agrees that Artist has rendered or will render certain musical services for \_\_\_\_\_ (“Producer”) in connection with the motion picture project currently entitled “\_\_\_\_\_” (the “Project”).

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Artist hereby irrevocably assigns and transfers to Producer any and all right, title and interest in all versions of musical compositions and any and all master recordings prepared or contributed to by Artist in connection with the Project, together with all results and proceeds of Artists work on the Project (all such compositions and recordings and results and proceeds, jointly and severally, the “Work”) to the fullest extent allowable, for the full term of protection available under applicable law, including all renewals and extensions (as may now or hereafter exist), throughout the universe, for all purposes and in any and all media and formats, now known or hereafter devised. If Producer requests, Artist will sign and deliver to Producer any documents Producer may deem necessary to confirm, protect and/or enforce Producer’s rights in and to the Work and Artist hereby grants Producer an irrevocable power of attorney coupled with an interest, to sign, verify, acknowledge and deliver any and all such instruments or documents which Artist fails to sign, verify, acknowledge or deliver within five days after Producer’s provision of written request to Artist. Artist irrevocably and unconditionally waives all “moral rights” and analogous rights (and rights of enforcement of the rights), including without limitation, any right or entitlement Artist may have pursuant to Sections 77-85 (inclusive) of Chapter IV of the Copyright Designs and Patents Act 1988, or any statutory modifications or enactments thereof or the laws of any other jurisdictions. Producer shall be under no obligation to exploit the Work and/or any results and proceeds of Artist’s services in connection with the Work. Artist acknowledges and agrees that this certificate constitutes a complete buyout and no additional compensation whatsoever shall be payable to Artist for any uses of the Work, including, without limitation, no record royalties, no mechanical royalties, no publishing royalties and no so-called “songwriter’s share” of royalties.

Artist hereby assigns to Producer in perpetuity, on Artist’s own behalf and on behalf of Artist’s respective successors-in-interest, heirs, executors, administrators and assigns, all of Artist’s economic rights in all musical material created hereunder, in the Work and any derivative works based on such musical material and/or the Work which are, at any time, granted by domestic, foreign, or multi-national legislation, including, but not limited to, EU or other legislation or directives concerning remuneration pursuant to any blank audio/visual tape levy, rental, lending, public performance rights, so-called “Artist’s property rights” and/or rights in respect of satellite and cable retransmission broadcasts in EU member states or otherwise. Artist acknowledges that the compensation which Artist has received in connection with the Work constitutes full, equitable and adequate consideration for the Work and that the compensation is an adequate part of the revenues derived or to be derived by Producer from the Work. Artist agrees that Producer shall have the right, but not the obligation, throughout the universe and in perpetuity, to use Artist’s name, voice, likeness and biographical data, in connection with the Work and any uses Producer may make thereof.

Artist represents and warrants that: Artist has the full right, power and authority to render services in connection with the Work; the Work shall be wholly original with Artist and not copied in whole or in part from any other literary, musical or other work and not derived from Artist’s work on other projects; the Work will not contain any language or material which is libelous, slanderous or defamatory and will not violate, infringe upon, or give rise to any adverse claim with respect to, any common law or other right whatsoever (including, without limitation, any copyright, trademark, service mark, literary, dramatic, comedic, musical right of privacy or publicity or contract right) of any party or violate any law; no composition recorded by Artist hereunder is subject to any re-recording restriction under any agreement to which Artist or any predecessor-in-interest is a party; no third-party consents are required with respect to Artist’s services and Artist is not under any contract (including, without limitation, any exclusive services contract with any party, including any record company or music publishing company) that might derogate in any way from the rights to be acquired by Producer in and to the Work and/or from the enjoyment of such rights by Producer and its parents, affiliates, subsidiaries, successors, designees, assigns and/or licensees. Artist agrees to indemnify (and at Producer’s option, defend) and hold Producer and its parents, affiliates, subsidiaries, successors, designees, assigns and licensees harmless of and/or from any and all damages, costs (including reasonable attorneys’ fees), claims, charges and suits arising out of or in any way connected with any breach or alleged breach by Artist of any covenant, warranty and/or representation under this certificate.

Artist agrees that in the event of any dispute regarding the Work, neither Artist nor any of Artist's representatives or successors shall have the right to seek or obtain injunctive or other equitable relief, termination of rights or contract or rescission of rights or contract in connection with the Work and/or any exploitation, advertising, marketing, merchandising, promotion and/or co-promotion thereof. It is understood that the foregoing shall inure to the benefit of Producer and Producer's parents, affiliates, subsidiaries, successors, designees, assigns and licensees and that Producer is acting in material reliance upon this certificate of results and proceeds.

This certificate will be governed by the laws of the State of New York applicable to contracts to be wholly negotiated and performed in New York. Any claim, dispute or disagreement with respect to this certificate will be submitted to the state or federal courts within the Borough of Manhattan in the State of New York, which courts will have exclusive jurisdiction, and the parties consent to jurisdiction in those courts.

Effective Date: \_\_\_\_\_

ARTIST

PRODUCER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

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