

This Digital Retail Agreement (the "Agreement") is entered into by and between Latin Pulse Music Inc. ("LPM"), a Nevada corporation, and the proprietor or copyright holder of musical works ("the Distributee") named in the 'Distributee Registration Form' attached hereto and made a part hereof. This Agreement is made effective as of the date set forth on said Distributee Registration Form.

In consideration that LPM has implemented and maintains an electronic or digital retail system -the LatinPulseMusic.com website- that allows both individual consumers and professional clients ("Customers") world-wide to instantly search, preview, purchase and download audio tracks and production tracks, as well as purchase access to view and print digital sheet music files, and that this system provides a business network and technological facility that allows Distributees to promote and finance their creative efforts;

Now, therefore, the parties listed, intending to be legally bound, hereby agree as follows:

A. Grant of Rights – The Distributee hereby grants to LPM the non-exclusive right, privilege and license, throughout the world, during a period of four (4) years, and automatically renewing for successive one-year terms in perpetuity, if not terminated in writing thirty (30) days prior to the expiration of the term, to electronically publish, distribute, and sell any and all parts of the Distributee's submitted Works – specifically the sound recordings and, if applicable, sheet music scores of said recordings –for the purposes and in ways set out herein.

This grant applies ONLY to electronically downloadable versions of the Distributee's works and does NOT limit the Distributee's right to reproduce, distribute, publish, sell, or to secure agreements with third parties for the purposes of assisting the Distributee with said activities, physical (hard) copies of the sound recordings and sheet music scores. All prices are to be set by agreement between the parties.

The Distributee also hereby grants to LPM the non-exclusive right, privilege and license, throughout the world, during a period of four (4) years, and automatically renewing for successive one-year terms in perpetuity, if not terminated in writing thirty (30) days prior to the expiration of the term, to:

1. sell viewing and printing access to the digital versions of the sheet music (charts) of the music tracks, if submitted, where applicable via its website only.
2. permit Customers to audition/preview AM-radio-quality (lo-fi) versions of the Works on a complimentary basis (for free).
3. permit customers to audition/preview FM-radio-quality (hi-fi) snippets (partial versions) of the Works on a complimentary basis (for free).
4. (sheet music option) if sheet music is provided by the Distributee, then permit Customers to view samples (first page only) of the sheet music scores of the Works on a complimentary basis.
5. abridge and adapt the Works in order to conform to any technological, file format, or website platform requirements.
6. include the cover art and lyrics files with the purchase of any album.
7. use any of the submitted tracks for the purpose of creating compilation albums for inclusion in the website.
8. use any biographical material, names, emblems, logos, trademarks, photographs, images, symbols, designs, and any other visual representations of the Distributee, and representations of any other individuals performing or otherwise represented in the Works, for the purposes of promoting the Distributee, the Works, or LPM.

(production tracks option - pTracks) In addition, if the distributee provides a separate instrumental version of the Works the Distributee grants to LPM the ability to create 'production tracks', or 'pTracks' based on said instrumental version of the Works. These production tracks will be equalized, edited and optimized for commercial applications. Once they are manipulated into new versions they shall be registered separately in the ASCAP database, where the shall register the Distributee as Writer (will

LPM-DRA

work if the writer is either a member of ASCAP, BMI, or SESAC) and Latin Pulse Music Inc. as the registered publisher for broadcast uses of those tracks only. If a LatinPulseMusic.com client purchases a production track for non-broadcast use then the purchase is considered a buyout (royalty-free). If a LatinPulseMusic.com client purchases a production track for broadcast use they must report to LPM, via the electronic submission form, within 7 days of the track airdate. LPM then forwards all cue sheets to the performing rights society (ASCAP) so that both the Writer (the Distributee) and Publisher (LPM) can be compensated. Again, this only affects the production tracks sold by LPM.

All rights which are not expressly granted by the Distributee to LPM pursuant to this Agreement are reserved by the Distributee. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey to LPM or any licensee, designee, or assignee any interest, including copyright, in the Works and the compositions contained therein, which shall remain the sole property of the Distributee.

B. Administration & Merchant Login – Effective upon execution hereof and for the duration of this Agreement, LPM shall have the right to administer the Distributee's entire interest in the submitted Works and to collect all revenue and gross receipts earned by and derived from the submitted Works as generated by the www.LatinPulseMusic.com website. LPM shall grant to the Distributee an on-line 'Merchant Account' where the Distributee can login to check and verify all sales and page views to-the-minute in real time. The Distributee shall also have the option to request payment on-demand. A \$50.00 (US) balance is required to demand payment from LPM.

C. Distributee Warranty – By submitting the Works to LPM the Distributee warrants that:

1. the Distributee is the sole owner of the submitted Works and has secured all copyrights necessary to legally license the rights mentioned in the "Grant of Rights" section of this Agreement (Section A) and to permit the lawful exercise of the rights herein.
2. the Distributee is the sole owner of all parts, melodies, beats, rhythms, excerpts, samples, and lyrics contained in the submitted Works so as to assure that the music is "free and clear" of all third party claims and that LPM or the Distributee are not liable for any compulsory license fees, royalties, residuals, or any other payments.
3. any and all parts of the submitted Works do not infringe the copyright, trademark, brand, or any other right, be it privacy, defamation, or injury, of any third party.
4. the Distributee is at least eighteen (18) years old and has the authority and right to enter into this Agreement on his/her behalf.
5. the Distributee is in fact only one person and, if representing a group or collective, the Distributee has the authority and right to enter into this Agreement on behalf of such group.
6. the Distributee and the submitted Works are not bound by an exclusive agreement with any other company and therefore the permission of any other party to enter into this Agreement is not required.
7. if the Distributee is bound by a Prior Agreement the Distributee has had an attorney review the Prior Agreement who has determined that the Distributee is legally entitled to enter into this Agreement and can assume the responsibilities herein and that LPM has the right to use the Works as provided herein. The Distributee must provide LPM with a copy of any Prior Agreement.

D. Payment – LPM hereby agrees to pay Distributee fifty percent (50%), designated as the 'Distributee Royalty', of all net revenues collected by LPM as generated by the use of the submitted Works in the www.LatinPulseMusic.com website. Net revenue is defined as all gross receipts actually received by LPM resulting from a transaction where a customer requests and pays to download an audio album (groups of Tracks) and/or sheet music score (Charts), adjusted for bank fees, fraudulent credit card penalties, refunds, taxes, and any other third party fees that may be required by law.

This Distributee Royalty payable to the Distributee shall include all compensation, including mechanical and performance royalties for the submitted Works due to the Distributee, individual producers, performers, engineers, and any other person(s) engaged in the production or connected to the Works. The Distributee hereby waives any right to any compensation, other than the Distributee Royalty,

including without limitation, mechanical and/or performance royalties generated in connection with electronic distribution hereunder. Other than the stated Distributee Royalty, LPM shall have no obligation whatsoever to provide the Distributee with any other kind of payment, including an advance, license fees, residuals, Internet radio fees or any other form of compensation. The Distributee shall be solely responsible for payment of all above stated fees and indemnify LPM and hold LPM harmless against any and all losses, damages, costs, or claims, made by any parties, including any industry or trade organizations, resulting from electronic distribution.

E. Payment Schedule – LPM hereby agrees to pay the Distributee the Distributee Royalty in United States (US) dollars within 30 days once it receives a notification email from the Distributee's LPM Merchant account (on-demand payment). A \$50.00 (US) balance is required to demand payment from LPM.

F. Content Management – The Distributees hereby agrees that LPM, in its sole discretion, shall determine:

1. whether the Work, in whole or in part, is acceptable for use under this Agreement.
2. whether the Work is acceptable for inclusion in the LatinPulseMusic.com site,
3. whether or not to post, remove, or edit the Work, or any part thereof, on the LatinPulseMusic.com site at any time and without notice,

If LPM decides the work is not acceptable then all rights revert back to the Distributee.

The Distributee hereby agrees that LPM shall be permitted to, if it so desires, but under no duty or obligation, provide marketing services, payment for advertising, or promotion for Distributee or the Distributee's Work.

In the event that the Distributee's work are accepted for inclusion in the LatinPulseMusic.com site, the Distributee hereby agrees to provide to LPM, upon request, high-quality photographs, high-quality copy of the album artwork, and biographical material.

G. Right to Terminate – Either party shall have the right to immediately terminate this Agreement by giving thirty (30) days written notice to the other party in the event that any party breaches any of the terms, provisions and/or conditions of this Agreement. In addition, LPM shall have the right to any other remedy available by law, including but not limited to, injunctive relief and any other form of equitable relief.

H. Limitations on Liability – LPM makes no warranty, expressed or implied, and specifically disclaims all implied warranties or merchantability and fitness for a particular purpose.

The Distributee hereby agrees to indemnify, defend, and hold LPM harmless from and against any and all costs, liabilities, losses, damages, and expenses arising out of any claims, actions, suits, or proceedings of any kind from any third party related to or involved with a breach of the Distributee's warranties and/or duties under this Agreement, any claim for royalties and /or infringement of copyright, trademark, patent or other intellectual property rights, or any claim arising out of the Distributee's representations or conduct under this agreement. In the event that a third party claims that infringement has occurred, and sets forth a legal suit as a consequence, the Distributee hereby agrees that LPM shall have no obligation whatsoever to defend and/or protect the Distributee's copyright interests.

LPM makes no warranty with respect to the effectiveness or accuracy of the LatinPulseMusic.com website, including content contained therein, and for any errors or problems of any kind that may arise from the website or from the use of the website. LPM shall not be responsible for losses, damages, costs, or expenses of any kind resulting from the use or distribution of the Work by LPM or use by any consumer or end-user. This includes, without limitation, any liability for business expenses or damages experienced by the Distributee or any third persons as a result of any deficiency, defect, error, or

malfunction in or with the LatinPulseMusic.com website or the transfer or distribution of the Work. LPM shall not be liable for any indirect, incidental, special, or consequential damages relating to or arising out of the subject matter of this Agreement.

I. Severability – The failure of either party to require the performance or fulfillment by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by an applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

J. Governing Law – Any and all disputes that may arise between the Distributees and LPM in connection with or under this Agreement shall be submitted, in conjunction with any counterclaims and disputes in connection with other agreements between parties, to final and binding arbitration heard by a single arbitrator in accordance with the then or current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Santa Cruz, California, USA. All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of California.

In the event of any litigation, arbitration, or other proceeding, by which LPM either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, where it is determined that LPM is the prevailing party, LPM shall be awarded its reasonable attorney fees, costs and expenses incurred.

K. General Clauses – Each party acknowledges that they have been represented by independent counsel or have had the unrestricted opportunity to be represented by independent counsel of their own choice for the purposes of being advised in connection with the negotiation of this Agreement. In all cases LPM reserves and retains the right to accept or deny the herein submitted works for inclusion in the LatinPulseMusic.com website.

All notices permitted and required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid and with receipt acknowledged, or by email (preferred), at the respective and correct addresses set forth in this Agreement.

This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The section headings contained herein are for convenience only and are not intended to affect or impinge upon the meaning or interpretation of, or be a part of, this Agreement.

LPM may assign this Agreement to any entity to which it transfers all or substantially all of its ownership interest, whether through merger, acquisition or sale of assets. Otherwise, neither party may assign voluntarily, by operation of law, or otherwise, this Agreement without the other party's consent, and any attempt to do so without that consent will void this Agreement.

The relationship between LPM and the Distributee is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties or to allow either party to bind the other or incur any obligation on its behalf.

The provisions of Sections D, E, F, H, I, J, K shall survive termination of this Agreement.

This Agreement is the entire Agreement between the Distributee and LPM and cannot be changed or terminated except by an instrument signed by both the Distributee and an officer of LPM. This Agreement supersedes any prior agreement or understanding, whether written or oral, and any other communications between the Distributee and LPM relating to the subject matter of this Agreement.

LATIN PULSE MUSIC

★ Distributee Registration Form

The information set forth below shall be deemed to be an integral part of this Digital RETAIL Agreement (the "DRA") made between Latin Pulse Music Inc. ("LPM") and the person or persons set forth below (the "Distributee"). By completing this Distributee Registration Form the Distributee represents and warrants that he/she has printed out, read, examined, and understands this DRA in its completion, and agrees to be bound by the terms and conditions of this DRA. This Distributee Registration Form, along with the completed DRA and accompanying Tracks and/or Charts Registration Forms, must be returned to LPM along with the CD(s) containing the material submitted.

DISTRIBUTEE Information:		PLEASE PRINT CLEARLY	
Distributee name		email address	
phone	fax	cell	
address line 1			
address line 2			
city	state	country	zip/postal code
social security number (U.S. residents only - LPM cannot process a payment without this)			
band or group name represented (if applicable)			

SIGNATURES:

Distributee signature	Distributee name (please print)	date
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	Michael P. Lazarus, President, Latin Pulse Music Inc.	
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signature of additional copyright owner	name (please print)
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signature of additional copyright owner	name (please print)
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signature of additional copyright owner	name (please print)
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IMPORTANT: send ALL application materials (CDs, Charts) with a signed Agreement to
Michael P. Lazarus
P.O. Box 66428, Scotts Valley, CA 95066

LATIN PULSE MUSIC**★ TRACKS Registration Form**

- Use this form if you are an individual artist or the authorized representative of an artist.
- All audio tracks MUST be submitted in uncompressed 16 bit, 44.1 kHz CD format.
- Only list tracks for which you hold the copyrights, meaning you own all rights.
- Do not include cover songs or songs containing samples that you are not authorized to use.
- Please submit a SEPARATE Tracks Registration Form for each CD you submit.

CD title**Distributee Name****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)****CD track #****Track Name****Writers/Publishers****ASCAP, BMI, etc. affiliation (if applicable)**

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CD track # Track Name

Writers/Publishers ASCAP, BMI , etc. affiliation (if applicable)

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P.O. Box 66428, Scotts Valley, CA 95066

LATIN PULSE MUSIC**★ ALBUMS Registration Form**

- Use this form if you are a LABEL or company representing many artists.
- All audio tracks MUST be submitted in uncompressed 16 bit, 44.1 kHz CD format.
- Only list albums for which you hold the copyrights, meaning you own all rights.
- Cover songs or songs containing samples that will not be included in the download versions.
- Please list all CD(s) / albums you wish to submit. Use additional sheets if necessary.

Distributtee Name**Distributtee email**

CD Title	Artist / Band Name	# of tracks
CD Title	Artist / Band Name	# of tracks
CD Title	Artist / Band Name	# of tracks
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Michael P. Lazarus
P.O. Box 66428, Scotts Valley, CA 95066

LATIN PULSE MUSIC

CHARTS Registration Form

- All charts MUST be submitted in hard-copy, Finale (.mus), or high-quality Adobe (.pdf) format.
- Only list charts for which you hold the copyrights, meaning you own all rights
- Do not include cover songs or songs containing samples that you are not authorized to use.
- Please list the names and number of parts (piano, bass, trumpet, trombone, etc.) for each score.
- Please list Charts you wish to submit. Use additional sheets if necessary.

CD track #	Track Name	# of Parts	# of Total Pages
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list ALL parts included in this score (separated by the "/" sign)

CD track #	Track Name	# of Parts	# of Total Pages
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list ALL parts included in this score (separated by the "/" sign)

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