"The Objective" Movie - Original Music Agreement

THIS AGREEMENT made and entered into this 4th day of January 2008 by and between Kays Alatrakchi 2100 North Beachwood Dr. #414, Los Angeles, CA 90068 Ph. (323) 533-7294 ("Composer") and Jeremy Wall of Jaz Films, Inc. 1726 Whitley Ave. Hollywood, CA 90028 ("Client")

- 1. Composer is hereby contracted to provide wall-to-wall original music composition services as an "all-in package" for the feature movie "The Objective".
- 2. Composer will deliver a final mix of the Music (5.1 Surround stems and Stereo Mix files) four (4) weeks after being provided a Final Locked Picture. Composer will be provided by Client a Final Locked Picture, as approved by Director Daniel Myrick and Producer Jeremy Wall (in the form of a DV video file and audio reference mix) no later than December 31, 2007. Any changes or revisions to the Final Locked Picture might result in additional cost and time needed to complete the project.
- 3. Composer will deliver the music audio files of the final stereo and 5.1 surround mix stems of the music soundtrack in a format compatible with Final Cut Pro, AVID and Pro Tools and approved by Post-Production Supervisor.
- 4. Composer will attend the final Mixdown session for a period not to exceed five (5) days to provide on-site music editing and assistance, if needed, upon request.
- 5. Composer will be entitled to one credit in the main titles of the movie in accordance with industry standards to appear as follows:

Main Credits:

Original Music Composed by: Kays Al-Atrakchi

- 6. Names of any additional Music Editors, Mixers, performers or contributors to the Composer (if any) will be provided to the Client within reasonable time to be included on the Tail Credits of the final version of the Movie.
- 7. No additional credits for "Original Music" will be given unless approved by Composer.
- 8. "Original Music Composed by: Kays Al-Atrakchi" Credit to be included in all promotional materials in which credits appear for the Dir. of Photography, Editor, or Production Designer.

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- 9. Composer's original music shall be considered a work-for-hire commissioned by Client for all versions of the feature film "The Objective" (Rated Edit, Unrated Edit, etc.), including DVD Extra Content, trailers and all other promotional elements related to "The Objective." Client will retain all copyright to this work.
- 10. The Client is required to provide timely and appropriate Cue Sheet filings in conformance with this agreement, with the relevant performance societies such as ASCAP, Harry Fox, and copyright offices around the World. This requirement will be transferred to any third party (buyer, distributor, etc.)
- 11. Composer will retain 100% of the Writer's share and 50% of the Publisher share of the public performance rights payments collected from ASCAP or its foreign counterparts.
- 12. Composer is not responsible for licensing and/or securing rights to published or previously copyrighted songs to be utilized in the Movie.
- 13. Composer warrants that any composition produced by the Composer will be original and will not contain anything that violates any copyright or personal, proprietary, or other right.
- 14. Composer reserves the right to use duplications of the Movie for self-promotion purposes only.
- 15. Client shall provide one (1) DVD video copy of Movie to Composer for self-promotion purposes.
- 16. Composer shall be invited to all Premier(s) and domestic industry screenings of the Movie.
- 17. The Client shall have the right, but not the obligation, to use Composer's name and likeness to promote the Movie.
- 18. The total cost for all-inclusive Original Music Composition and Production is \$15,000 and to be paid as follows:

Upon commencement of work: \$5,000

Upon delivery of Final Locked Picture: \$5,000

Upon delivery of Final Music Mix files: \$5,000

- 19. Any costs associated with the hiring and recording of additional musicians, vocalists, performers, and/or technical staff specifically requested by the Client, shall be the sole responsibility of the Client.
- 20. All comments, critical review, change orders and additions, will be received in a timely manner from Director Daniel Myrick in writing (e-mail is acceptable).



- 21. All deliveries will be made to Post-Production Supervisor, the lead Music Editor, or the lead Sound Editor/Mixer assigned to the film.
- 22. In the event of a Soundtrack Album release (CD or otherwise), the parties hereto agree to apply statutory mechanical Publisher and Writer royalties fairly, as outlined by generally accepted industry standards and practices.
- 23. All questions and differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter thereof, or arising out of or in relation thereto, and whether as to construction or otherwise, may be referred to arbitration under the provisions and the supervision of the American Arbitration Association. Any necessary arbitration will be conducted in Los Angeles, CA utilizing California law and "generally accepted accounting principals" as practiced in the motion picture industry. All parties agree to apply California Law and accept venue only in Los Angeles County, CA.
- 24. The title of individuals signing on behalf of the Client must be Producer or above.
- 25. This agreement contains the entire understanding between the parties, and all of its terms, conditions and covenants shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors and assigns. No modification or waiver hereunder shall be valid unless the same is in writing and is signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Jeremy Wall Jaz Films, Inc.

(Producer)

Date

Kays Alatrakchi

(Composer)

Date