

AUDIO DEVELOPMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF COMPOSER]
[address]
(the "Composer")

- and -

[NAME OF DEVELOPER CREATING THE VIDEO/COMPUTER GAME]
[address]
(the "Company")

WHEREAS the Company desires to engage Composer to develop and deliver to the Company the musical score known as "[insert title]" (the "Composition") for the electronic game entitled "[insert name of game]" (the "Game"); and

WHEREAS Composer desires to develop the Composition on the terms and conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Development

Composer shall develop the Composition according to the schedule attached hereto as Exhibit A (the "Development Schedule"). Composer agrees to use diligent good faith efforts to develop the Composition according to the dates specified in the Development Schedule. Composer acknowledges and agrees that time is of the essence of this Agreement and that Composer's best efforts must be directed toward completion of the Composition in order to complete the development of the Game. Composer shall make himself readily available for all reasonably requested revisions to the Composition, and shall develop the Composition in accordance with the information, materials, instructions and guidance provided by the Company (the "Company Materials"). The Company acknowledges that Composer can only complete the development of the Composition in a timely manner if the Company delivers the Company Materials in a timely manner. The Company shall not declare Composer in default of this Agreement for delays caused by the Company's failure or inability to deliver the Company Materials in a timely fashion.

2. Compensation

As compensation for developing and delivering the Composition, Composer shall be paid the fees specified in Exhibit A (the "Compensation"). Composer acknowledges that the Compensation paid by the Company represents the complete and entire obligation owed to Composer or any other party, either by the Company or any third party, for the Composition. If Composer uses any third parties in developing the Composition which are not specifically authorized and required by the Company, Composer shall be solely responsible for the additional costs of utilizing such third parties. If this Agreement is terminated without cause by the Company, Composer shall be entitled to receive the next unpaid milestone within a reasonable time deemed appropriate by the Company, but not to exceed

____ months. All milestone payments will be invoiced by Composer and due within thirty (30) days of completion and acceptance of such milestone by the Company.