

[Studio and session musician agreement.]

AGREEMENT

December 29, 1998

Re: Work for Hire Acknowledgment Concerning " _____ "
[Composition title(s).]

Dear _____:

In consideration of _____ dollars (\$ _____), you give Zyx, INC. all rights in the results of your services and performances rendered in connection with the creations of the sound recordings of the above referred musical composition(s) (the "Sound Recordings"), including, without limitation, the complete and exclusive worldwide ownership in perpetuity of all rights in the above referred musical composition(s) (the "Compositions") and the Sound Recordings.

Zyx, INC. has the exclusive right to copyright any Sound Recordings and Compositions hereunder in its name, as the sole owner and author thereof, and to secure any and all renewals and extensions of such copyrights.

The services you render in connection with the Compositions and the Sound Recordings are rendered to Zyx, INC. as a work made for hire under the U.S. copyright laws and Zyx, INC. owns all right, title and interest therein, including all copyrights, neighboring and allied rights. You waive moral rights in the Sound Recording. The Sound Recordings are prepared within the scope of Zyx, INC.'s engagement of your services as a musician, arranger, producer, mixer, and/or engineer, and/or as selection(s) contained in a phonograph album, the Sound Recordings constitute a work specially ordered by Zyx, INC. for use as a contribution to a collective work.

To the extent that you may be deemed an "author" of the Sound Recordings or the Compositions, you hereby grant and assign to Zyx, INC. all rights (including exclusive copyrights and all neighboring, and allied rights) throughout the world in such Sound Recordings and Compositions. You will at its request, execute and deliver to Zyx, INC. any assignments of copyright (including any renewals and extensions thereof) in the Sound Recordings and the Compositions as Zyx, INC. may deem necessary.

Without limiting any of the foregoing, Zyx, INC. and Zyx, INC.'s designees will have the exclusive worldwide right in perpetuity to exploit the Sound Recordings and Compositions in any manner whatsoever without any further payment to you.

You agree that, to the best of your knowledge, all of your contributions to the

Sound Recordings and the Compositions are original and do not infringe or violate the right of any other party. You are eighteen (18) years or older and have the authority to enter into this agreement and render services to Zyx, INC. You agree that Zyx, INC.'s use of the Sound Recordings will not breach the rights of any party including without limitation any record company with whom you may be affiliated.

If your contributions to the Sound Recordings and the Compositions are used in a master recording commercially released by Zyx, INC. or its designees, you will receive credit in the customary manner as a "sideman" or session musician (and not as a leader or featured artist unless you and Zyx, INC. mutually agree).

You are an independent contractor and not Zyx, INC.'s employee.

Sincerely,
Zyx, INC.

By _____
Its President

I have read the above and understand it and agree to its terms.

Dated: _____
Name

Street/City/State/Zip

Social Security or
Tax Identification Number