

IDENTIFICATION

CONTRACTOR individual or juridical identified into 4z musical catalogue, now named, 'contractor', 'advertiser', 'client' to all rights subjected to the clauses and conditions below.

HIRED 4z Serviços Ltda, located in Rio de Janeiro, rua Paulo Silva Araújo, 198, Todos os Santos, CEP. 20735-230, state Rio de Janeiro, Brasil, c.n.p.j nº. 05.557.635/0001-08, municipal registration 335-388-5, represented by its director Cláudio Zimmer Martins, Brazilian, married, resident in Rio de Janeiro, state Rio de Janeiro, Brasil.

The declared parties above recognize to have signed a fair and accurate contract of promotion, publishing and sales, governed by the following terms and conditions described in this present.

THE CONTRACT INTENT

Clause 1 – The object of this contract is to publish, to promote and to sell in special pages, located in the HIRED electronic site published in the international network of computers named internet, the CONTRACTOR'S art work turning available to download, the recorded musics (phonograms) and scores.

I- It is clear that exclusive pages are an ensemble of organized pages in a standart structure of this access plan.

II- We understand that the artwork term is an ensemble of images, texts, scores and phonograms provided by the CONTRACTOR.

Clause 2 - The music sales, phonograms and scores, will be through digital way.

I- Check the attached plan description for more detailed information about trading control procedure.

Clause 3 - The CONTRACTOR is responsible to register the phonogram and the acquirement of the legal seal and costs reimbursement due to federal revenue bureau.

I- Decree 2.894/98 – to advertisers residents in Brazil.

DUTIES AND RESPONSIBILITIES

Clause 4 - The CONTRACTOR assumes a formal authorization to the HIRED to use his work as provided by Article 29 of Brazilian Law 9610/98.

I- The CONTRACTOR authorizes a snippet execution of his work which will be provided by the CONTRACTOR in mp3 digital format, until 30 (thirty) seconds.

II- The CONTRACTOR authorizes the execution of 1 (one) selected music as a demonstration object of his career. The execution will be by HIRED electronic site mp3 player and its physical catalogue.

III- The CONTRACTOR recognizes and agrees to assign his copyrights in this term, to the HIRED, for exhibition of his images and other produced materials. If it is not of your interest to assign the copyrights to the HIRED, in relation of image and other produced materials exhibition, the CONTRACTOR must not accept this contract.

Clause 5 - It is the duty of CONTRACTOR to provide all necessary material, images and/or photos, texts, musics already converted and/or edited to its specific digital formats. Phonograms into mp3 and scores into *.finale or *.pdf.

I- It is clearly understood that the HIRED does not transcript, edit and/or convert the CONTRACTOR'S phonograms or scores into its digital format, classified in this act as mp3, finale or pdf files.

II- It is worth mentioning that the Hired as musical catalogue 4z administrator, reserves the deposited right to not be charged for any royalties costs in relation to displaying of image, intellectual property, or related right, considering that all posted material in musical catalogue 4z is released for public execution, publication and/or exhibition by author's licensee and/or *Creative Commons* licenses.

III- In case of judicial actions against the HIRED due to acts committed by the CONTRACTOR, thereby the HIRED exercising his right of return charges the CONTRACTOR to recover all judicial costs spent by the HIRED.

IV- The HIRED is not liable for any technical problems that cause the loss of information and files placed on its electronic site.

Single paragraph - all content of images, photos, videos, drawings, logos, titles, pseudonyms, names, texts, phonograms and scores displayed in CONTRACTOR'S pages are of his own responsibility, responding for any recovery and claims by third parties. In this act the CONTRACTOR assume the authorship, possession and/or responds to copyrights, being the one responsible for the collection due to the associations of copyright owners and to whom it concerns.

Clause 6 - It is clearly understood with the parties that there is NOT between the HIRED and the CONTRACTOR any sort of employment rights in Brazil and/or abroad.

Clause 7 - The HIRED does not obliged the CONTRACTOR'S copy of documents.

I- The no requirement of documents copies from the CONTRACTOR to the HIRED is based on the habits and customs, being clearly understood that the provided information by the CONTRACTOR is on his own responsibility and the only liable for any effected claim by a third party.

II- The provision of false information or using third party information represents a statement crime in Brazilian penal code. If any damage or injury to third parties or to musical catalogue 4z arise due to CONTRACTOR illegal conduct, he will be compelled to answer for losses, damages and be subject to all penalties imposed by law. In this case the HIRED reserves the right to cancel the service provided to the CONTRACTOR, when the HIRED has knowledge of falsity or bad faith employed by CONTRACTOR, avoiding his return to the service provided by the HIRED.

THE SALES

Clause 8 - The artwork commerce is through digital download. The CONTRACTOR provides a digital matrix which will be sold to registered users of the HIRED electronic site.

I- Shop - Users are able to effect more than 1 (one) download of the same music, being clear that every download will be paid.

II – Club - Users are able to effect more than 1 (one) download of the same music.

Clause 9 – The CONTRACTOR may withdraw definitively from the HIRED electronic site his work, at any time, having the HIRED a period until 72 (seventy two) hours to effect, free from extra charges.

Clause 10 - The delay for the CONTRACTOR sales will remain while this contract is signed.

Clause 11 - The CONTRACTOR stipulate the amount to be charged for sales of his musics. The HIRED includes a fee of 4,3% (four point three percent) over each effected download.

I – the HIRED, will reduce over each club signature the following rates:

- service fee BRL 2.00 (two reais);
- administrative fee 4.3% (four point three) per cent;
- all other fees (taxes and banking fees).

The remaining value of the subscription will be divided among all club participants who obtain the minimum requirement, as described at clause 13.

RIGHTS

Clause 12 – the CONTRACTOR page is published in the HIRED electronic site, while this contract is signed, 24 (twenty-four) hours day, except cases of maintenance and/or those described in clauses 16, 17 and 19.

I- Occurring maintenance the CONTRACTOR will be notified at least 15 (fifteen) days in advance. Being, the CONTRACTOR, informed about the beginning and the end of the maintenance period.

Clause 13 - The CONTRACTOR is the one who request his sales amounts and club amounts.

I- Shop - The sales amounts can be recovered once a month. The credited amount will be deposited in a bank account informed by the CONTRACTOR.

II – Club – The receivable amounts can be recovered once each 45 (forty five) days. The credited amount will be deposited in a *Paypal* account informed by the

CONTRACTOR. This deposit only happens to advertisers that get at least 1 download per month.

Clause 14 - The CONTRACTOR'S pages obey to the access plan standart structure. The 4z+! access plan has the following structure:

- Presentation page;
- MP3;
- Printed;
- Mp3 club;
- Sheet music club;
- Photos;
- Agenda;
- Discography;
- Contact;
- Virtual office.

I- Attached to this contract follow the detailed description of the terms of service and access plan conditions.

Clause 15 - The CONTRACTOR may cancel this contract at any time, free from extra charges. Clear and understood that the amounts already paid by the CONTRACTOR **are not refundable**.

I- Eventual contract cancellation by the CONTRACTOR, has the HIRED a stated period until 72 (seventy two) hours to effect it, free from extra charges.

Clause 16 - The HIRED has the right to lock or withdraw the CONTRACTOR pages out of his electronicall site due to lack of payment. The HIRED collect to himself, all payment due to the CONTRACTOR for the sales of phonograms and/or scores, to refund operational costs.

I- It's clearly understood that operational costs are those required for page maintenance as well as the sales fees charged.

DISPLAY OF INAPPROPRIATE MATERIAL

Clause 17 - The HIRED not allow exhibition of offensive material in its electronic site. Being clearly understood that inappropriate material is:

- a) Any kind of pornographic image and/or nudity;
- b) Any type of image, scene (s) or incentive (s) to violence;
- c) To violate the rights of children and adolescents and/or encouraging paedophile;
- d) Harmful text(s) to others, being offensive to the honour, offend third parties privacy, threatening, vulgar, obscene, prejudiced, racist or in any way objectionable;
- e) Send any message and/or files that contains viruses;

ADMINISTRATION OF THE ELECTRONIC SITE

Clause 18 - The administration is the electronic site maintenance and CONTRACTOR content publication. The statistics of visitors, access and layout modifications. The site administration is *exclusive use* of the HIRED.

I- The HIRED may suggest to the CONTRACTOR, if he requests, the best plan fits his needs.

Clause 19 - The HIRED is responsible for the maintenance and publication of electronic site and will strain all efforts to assure the best possible service running. However, some problems foreign to the will of the HIRED may disable the transmission and/or publication, such as:

- judicial determination order, state of site, drop of local, national and/or international energy, fall of transmission towers, interruption of the internet service national or international, fire, natural disasters, wars, riots and technical problems of provider's responsibility.

Musical catalogue site come back to exhibition as soon as normal technical conditions returns.

Clause 20 - The CONTRACTOR acknowledges and agrees that the HIRED can preserve the CONTRACTOR information, but can also allow access to such information under the law determination or, in good faith, believing that, the preservation or disclose is necessary:

- (a) To protect the rights, property and/or interests of musical catalogue 4z and/or all public;
- (b) To respond complaints of thirds rights violations;
- (c) To enforce the Terms of Service;
- (d) To comply the law or respond to legal petitions or legal proceedings.

I- We use the technology or other means to protect our users and thirds rights thereby avoiding any violation to this contract.

THE PRICE

Clause 21 - The CONTRACTOR agrees that the 4z+! total access plan value is:

- For 6 (six) months term; BRL 40.70 (forty reais and seventy cents);
- For 1 (one) year term; BRL 81.41 (eighty one reais and forty one cents);

COMMUNICATION OF WARNINGS

Clause 22 – The HIRED assume the commitment to send any information concerning the service and reserve the right to provide specific additional information. Some other information relative to the service should be sent to you under Law. We retain too the right to send them via e-mail. We will provide you the necessary information:

- Via e-mail at the specified address on time of registration;
- Through an access link in the site of musical catalogue 4z, designated in a notice by e-mail sent to you when such information is available;

The notices provided to you by e-mail are considered received on the expedition date and the transmission of the e-mail in question.

Clause 23 - You have the right to withdraw such consent. If you do not agree to receive notices in electronic form, you should provide us an address of contact.

I- It is clear and understood that all expenses relating to correspondences will be charged to the CONTRACTOR access plan value.

II- Your notice should be addressed to us as indicated in paragraph contact in terms of service and access plan conditions.

THE INTERPRETATION OF CONTRACT

Clause 24 – Occurring the amendment of the contract, the CONTRACTOR shall be notified at least thirty (30) days in advance, before such changes become current. If the CONTRACTOR does not agree with these changes, the CONTRACTOR must stop and cancel the service before the amendments are in force. If the CONTRACTOR does not stop using the service, then the use implies that is clear that the service will be continued in accordance to the amended.

Clause 25 - All sections of the terms of service apply to attain the maximum allowed by Law. One court may decide that we can not impose a part of this contract as wrote. In this case, we will adapt the questioned part by closer terms to reach the intention that we can not impose. The following terms of this contract shall not be modified. This is the faithful agreement between the CONTRACTOR and the HIRED in relation to the use of the service. It replaces any previous contract or any statement regarding the use of the service. The titles of the contract do not limit the appliance of other equivalent terms.

THE FORUM

Clause 26 – To clear any disputes and controversies came to the contract; the parties elect the district court of Rio de Janeiro, in the state of Rio de Janeiro, Brazil.

This agreement is governed by Brazilian laws and meet the Brazilian legal system, the general principles of law and international standards rules for electronic commerce.

For being so fair and contracted, although signed by electronic means, the contract has legal validity and effectiveness, according to civil law in Brazil (articles 422 and 425 of civil code, law nº 10.406/2002). The HIRED recognizes that laws vary from country to country and often from state to state. In case of no knowledge of laws in your residential country or state, please do not use the service provided by the HIRED.

Rio de janeiro, June 02, 2009.



Claudio Zimmer Martins