

## **Working Relationship Agreement**

**Apr 22, 2008**

This agreement formalizes the working relationship between Melissa Lam (“Melissa”) and George Vanous (“George”). Melissa is an artiste manager in Singapore and George is an artiste promoter in the USA.

While we need to be thorough and protect our interests, we should not forget the core spirit of all this: To work together to promote strong Asian artists in North America and create new revenue streams with equal profit sharing between both parties.

### **Responsibilities**

George will be a promoter and distributor for the music and merchandise of the artists managed by Melissa. The mutual goal is to increase awareness of the artists, increase their fan base and generate new revenue streams in the North American market. This is a collaborative effort -- we will work closely together and all actions will require Melissa’s express approval, such as website changes or the release of new merchandise.

George’s responsibilities include:

- Producing and maintaining a new website for the North American market
- Producing new merchandise (t-shirts, cups, posters)
- Promotion through Google Adwords, social networks, and artist-related websites like ilike.com
- Selling and shipping the artist's music CDs and merchandise
- Regularly reporting all activity such as user traffic, growth trends, user feedback, sales

Melissa’s responsibilities include:

- Providing access to all relevant media including current promotional material, images, music, videos and text
- Providing the music CDs and merchandise to sell
- Providing documentation materials which demonstrate legal capacity to distribute artists songs, merchandise and promotional materials

### **Expectations from the website**

The artist can expect a clean and professional website targeted for the North American market with the standard items: image galleries, streaming audio and video, biography text and interactive elements like a blog, forum, and feedback areas for fans to use. In addition, we will create unique elements, such as audio/video bookmarks and user customization features to let

fans feel closer to the artist – these elements will be determined after we speak with the artist and see the media.

An admin page will show traffic reports, user retention and drop-offs. You will receive emails with regular progress reports on usage and user feedback.

### **Driving traffic and marketing**

To drive traffic to the website and market the artist in the USA, we will use Google ad-words, cross-branding via other websites and blogs like facebook.com, ilike.com and myspace.com, and post the artist's profile on information stores like imdb.com, wikipedia.com, allmusic.com and wiki.theppn.org.

We will track how many users read about the artist on these sites and send you regular progress reports.

### **Non-exclusive license**

You are giving us a non-exclusive license to promote and sell your music and merchandise, along with non-exclusive access to your promotional media for use on the website and in the design of new merchandise.

### **Creative Commons license**

The music we release for free has some sort of limitation on it, such as a lower bit rate, or a smaller portion of the whole song, and will be released to the public under the Attribution-NonCommercial-ShareAlike (<http://creativecommons.org/licenses/by-nc-sa/3.0/>) license from Creative Commons (<http://creativecommons.org/>). This allows widespread distribution (i.e. file trading, Internet radio) of your music while insuring that you're paid for any commercial use.

The music that will stream from the website will be close to CD quality, and will not be downloadable.

### **Intellectual property**

The content you provide will be used by us only on this project and will remain the property of the artist (i.e. we will not re-use the content, but you are free to re-use it elsewhere).

In kind, the content we produce at our cost will remain our property.

## **Payment**

There are no upfront costs for website production and promotion services.

The only form of payment will be in revenue sharing:

- 50/50 gross revenue split on music and sublicensing your music for things such as games, ads and the web.
- 50/50 net profit split on merchandise we produce: for physical goods (Posters, T-Shirts, Mugs, etc).

Profit sharing in the amount of \$10,000 or above will be paid to either party monthly. If the party's share of profit does not reach \$10,000 at the end of a month, it will be rolled over to the next month until it does and will be paid at that time.