



My Fellow Artist/Composer,

Women's Online Media and Education Network (W.O.M.E.N.), which produces WomensRadio and WomensRadio Channel, among other media, has been making every effort to feature more and more independent women artists and their music. Due to our current licensing arrangements, we have been playing only 60 seconds of any one piece as a sample.

It is now possible for us to do much more to promote your music through our Web sites and channels with specific written permission from each of the artists. This means that you, the artist, will get considerably greater visibility and, with links provided on W.O.M.E.N. back to you, you can sell your music directly to anyone from the W.O.M.E.N.'s media audiences who contacts you.

There are some specific arrangements that are necessary to allow us to be of such service, and I would like to outline them for your consideration. I've attached a document which includes this information, which you can sign and return. Once we've received a signed copy of this document, you may specify the music that you would like for us to feature.

Here are the important points:

- 1) A written declaration that you are the *sole* artist and copyright owner for your compositions on the W.O.M.E.N. play list. Please verify that:
 - a) you own 100% of the copyright to the musical composition; or if the song is a public domain work, you own 100% of the copyright on the arrangement; and
 - b) you own 100% of the copyright to the master recording(s).
- 2) A written declaration that as the copyright owner of these works, you give W.O.M.E.N. permission to broadcast your music, royalty-free, via the Internet on W.O.M.E.N., in exchange for the promotional benefit that exposure will bring you by our listeners.
- 3) A written declaration that you will represent yourself as the licensor and copyright owner of your music to W.O.M.E.N. for broadcast, and that you are not relying on SoundExchange, the RIAA or any organization or any agency as your agent to do this for you.

What follows is a non-exclusive license to broadcast your music. It gives W.O.M.E.N. the freedom to play and promote your music on WomensRadio and

2533 N. Carson Street, Suite 3003 Carson City, NV 89706

Ph: 888-658-4635 ext 225 Fx: 888-658-4635 Email: pat@womensradio.com

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WomensRadio Channel. To be included in any of the broadcast produced for WomensRadio and/or WomensRadio Channel, please print out this agreement, sign it, date it, and mail or fax it to W.O.M.E.N. at:

Brian Ball
Women's Online Media and Education Network (Women's Radio)
P.O. Box 20976
Oakland, CA 94620
Fax: 888-658-4635

If you have any questions, feel free to contact me directly at (888) 658-4635 x250

We look forward to being of service in better promoting you and your music to our large and growing audiences through our internet media for women!

Best personal regards,

Brian Ball
Director of Music and Talent
Women's Online Media and Education Network (W.O.M.E.N.)
Producers of WomensRadio, WomensCalendar, WomensRadio Channel,
Women's Weekly News, and AudioAcrobat®

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W.O.M.E.N.'S INDEPENDENT MUSIC ARTIST AGREEMENT

Women's Online Media and Education Network (hereinafter referred to as W.O.M.E.N.) is offering this Music and Content Broadcast License Agreement ("MCBLA"). It is effective as of the date stated below and agreed to and warranted by the artist ("Undersigned") and W.O.M.E.N., owner and producers of Women's Radio, WomensCalendar, WomensRadio Channel and providers and licensees of other broadcast services, located at 2533 N. Carson Street, Suite 3003, Carson City, Nevada 89706 (W.O.M.E.N.)

All Parties Hereby Agree:

1) The Undersigned hereby warrants, through both their own knowledge and actual verification, that they are the *sole* copyright owner for each of the musical composition(s) and sound recording(s) (hereafter referred to as collectively as "Works") included on any properties owned and produced by W.O.M.E.N., and that the Undersigned has the full legal authority to grant a license to perform publicly and allow W.O.M.E.N. and any of its media to broadcast or publish said Works in any venue and not limited to the Internet, RSS and Podcast feeds. If the musical composition is in the public domain, the Undersigned affirms that they own 100% of the copyright of the arrangement of said musical composition.

2) OWNERSHIP RIGHTS: It is understood that the Undersigned retains all rights, titles, and interest to Works provided to W.O.M.E.N. including, without limitation, all copyrights, compositions, lyrics, or recordings. As the copyright owner of the Works, the Undersigned declares that in regards to licensing the Works to W.O.M.E.N., the Undersigned will represent itself; also that the Undersigned is not acting as a representative on behalf of anyone else. The Undersigned waives all representation by SoundExchange (for the RIAA, AFTRA and AFM), BMI, ASCAP and SESAC *only* as it relates to the inclusion of the Works on any broadcast venue owned, operated or licensed by W.O.M.E.N. The Undersigned acknowledges that W.O.M.E.N has no ownership rights in the Works. Nothing contained in this Agreement will be deemed, by implication or otherwise, to convey to W.O.M.E.N. any rights in Works, whole or part, nor will this Agreement be deemed a commitment of any kind by either the Undersigned or W.O.M.E.N. to enter into any further or additional agreements with each other with respect to the Works.

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3) BROADCAST RIGHTS: As the sole copyright owner for said Works, the Undersigned gives W.O.M.E.N. and at the direction of its executives, to its staff/employees full permission to perform publicly and broadcast these Works over the Internet. By signing this statement, the Undersigned grants W.O.M.E.N. and any of its staff /employees a license to perform publicly and broadcast these Works via broadcast venues such as Women's radio or any broadcast service owned, operated or licensed to and/or by W.O.M.E.N., royalty-free, and indefinitely unless the Understand exercises its "Opt Out" Option as defined below, and in exchange for the opportunity to have Undersigned's music heard by listeners of Women's Radio or any broadcast service owned, operated or licensed to and/or by W.O.M.E.N. The Undersigned understands that the longer the Works remain on the W.O.M.E.N. media, the more exposure the Works and the Undersigned will receive notice from the Search Engines and therefore from the general public.

4) BROADCAST OBLIGATIONS: The Undersigned understands that signing this agreement does not obligate W.O.M.E.N. to broadcast said Works. W.O.M.E.N. has the complete right to remove any such Works at any time from any broadcast venue owned, operated or licensed by W.O.M.E.N.

5) RECOVERY OF WORKS: Upon the Undersigned's written request, W.O.M.E.N. will immediately return to the undersigned all materials including and not limited to digital recordings, written lyrics, written music scores and compositions, and will retain no materials relating thereto, including copies of, notes on, recordings, Web pages, or abstracts of, any such materials.

6) "OPT OUT" OPTION: The Undersigned understands that, at their written request, the Works will be removed from the Women's Radio, any broadcast service owned, operated or licensed to W.O.M.E.N. at any time. The Undersigned will allow up to 30 days for the songs to be removed, though it is understood the Works may be removed immediately upon notice.

7) TERMINATION ON TRANSFER OF OWNERSHIP: If at any time, the majority of the ownership of W.O.M.E.N. is transferred or otherwise conveyed to anyone other than the current stockholders of W.O.M.E.N., the Undersigned understands that this contract is null and void and must be renegotiated between the Undersigned and the new owner(s).

8) TERM: This license agreement is valid from the date of signing (below) until two years thereafter, unless earlier terminated pursuant as stated in this Agreement. Thereafter, the term will automatically renew every two years unless as stated in this Agreement. I understand that I or W.O.M.E.N., may terminate or update this agreement at any time with 30 days notice.

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9) DISPUTE COSTS: In the event any action is brought to enforce this Agreement, the prevailing party will be entitled to recover its costs of enforcement including, without limitation, reasonable attorneys fees and court costs. The parties acknowledge and agree that the extent of damage to the Undersigned in the event of breach by the W.O.M.E.N. of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there will be no adequate remedy of law available to the Undersigned in the event of such breach. Consequently, the W.O.M.E.N. agrees that, in the event of such breach, the Undersigned, in addition to receiving damages for the breach, will be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief.

10) NOTICES: All notices, demands or consents required or permitted under this Agreement will be in writing and will be delivered personally or sent by facsimile, or certified or registered mail to the respective parties at the addresses defined in this Agreement, or at such other address as will be given by either party to the other in writing.

11) WAIVERS: No waiver, amendment or modification of any provisions of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, will operate as a waiver of any such right, power or remedy.

12) JURISDICTION: The validity, construction and performance of this Agreement will be governed by the internal laws of the State of Nevada, without regard to provisions regarding conflicts of law. Disputes not resolved by arbitration, as provided below, will be heard in the appropriate federal or state courts located in Douglas County, Nevada.

13) AGREEMENT ENFORCEMENT: If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including attached Exhibits if required, constitutes the entire Agreement between the Undersigned and W.O.M.E.N. concerning this agreement, and replaces all previous and contemporaneous communications, representations, understandings, and Agreements, whether verbal or written between the Undersigned and the W.O.M.E.N. or any official or representative of either of them.

14) ARIBITRTATION: Any dispute relating to the interpretation or performance of this Agreement will be resolved at the request of either party through binding arbitration. Arbitration will be conducted in Douglas County, Nevada in

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accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. Undersigned and W.O.M.E.N. intend that this Agreement to arbitrate be irrevocable.

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and will not be used in construing it.

Accepted and Agreed to by:

ARTIST NAME (Print Legibly)

ARTIST SIGNATURE (Legal Signature)

DATE _____

ARTIST ADDRESS, CITY, STATE and ZIP

Phone: _____

Email: _____

Accepted by

Pat Lynch, CEO
Women's Online Media and Education Network

Date

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