



MintUnderground.com

DIGITAL DISTRIBUTION AGREEMENT

This is an agreement (the “Agreement”) dated _____, between MintUnderground.com and _____ (the “Label”) to provide for the promotion, sale, & distribution of the Label’s music via MintUnderground.com web site, global broadcasts and digital download stores according to the terms and provisions set forth below.

1. Term. The term of this agreement will be for 1 year from the date of execution and shall be automatically extended every 12 months thereafter unless written termination notice is given one month prior to the annual renewal.
2. The Material. Within 7 days of the execution of this “Agreement”, the Label will provide to MintUnderground.com digital musical sound recordings (the “Material”) on compact discs guaranteed to be free from defects and viruses. The Label grants to MintUnderground.com nonexclusive, worldwide, royalty-free licenses to: (a) promotionally play, broadcast, reproduce, distribute, display, and digitally perform the Material in whole or in part; (b) create and use samples of the Material solely for the purpose of demonstrating or promoting MintUnderground.com’s products or services and/or the Label’s Material; (c) use any trademarks, service marks, or trade names incorporated in the Material; and (d) use the name or likeness of any individual represented in connection with the promotion of the Material.
3. Method of Distribution. MintUnderground.com will make the Material available for download purchasing via MintUnderground.com owned and operated digital download stores and accounts with one or more digital distribution providers.
4. Compensation. The Label price per distribution (PPD) compensation will be \$.67 for each unit of the Material sold at \$.99 retail. The Label will also set the retail price and receive 67% compensation for each Album and/or Compilation sold under this agreement. MintUnderground.com will pay for store licensing, storage, commission, and maintenance fees. Payments to the Label will be made quarterly within 10 days after receipt of payment from the transaction providers. The Label will be given access to their sales reporting at the end of each quarter to verify proper payment.

5. Representations and Warranties. The Label represents and warrants that they (i) have full power and authority to execute and deliver this Agreement and to fulfill their obligations hereunder, (ii) the making and performance of this Agreement does not and shall not violate any other agreements to which the Label is party or by which they are bound, (iii) they are the sole owner of the Materials, with full and absolute rights to license MintUnderground.com as contemplated herein, and (iv) no part of the Material shall infringe upon the copyrights, trademarks, trade secrets, publishing rights, patents, intellectual property rights or any other proprietary rights of any other person or entity. The Label agrees to hold MintUnderground.com and its' distributors completely harmless from any and all such claims.
6. Ownership of the Material. MintUnderground.com acknowledges and agrees that nothing in this agreement confers www.mintunderground.com any right of ownership in the Materials.
7. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Colorado and the United States of America.
8. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements and understanding between the parties with respect to such subject matter.
9. Amendments; Waivers; Binding Effect. Any amendments to, or waiver of any rights under this Agreement shall be in writing and signed by both parties. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. Assignment. Neither party may assign any terms or rights within this Agreement, in whole or in part, without the prior written consent of the other party.
11. No Agency. No agency, partnership, joint venture or employment relationship shall be created or inferred by the existence or performance of this Agreement, and neither party shall have the authority to bind the other in any respect whatsoever.
12. No Presumption. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly between MintUnderground.com and the Label and no presumption of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
13. Security. The Label is completely cognizant of the fact that there can be no fully effective technical protection against the illegal copying and distribution of digital music files and indemnifies MintUnderground.com from any liability or damages.
14. Taxes. Each party shall be solely responsible for payment of any taxes associated with this Agreement for which they are liable.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

Label	MintUnderground.com
	<u>PO Box 403, Aurora CO. 80040-0403</u>

Signature	Signature
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Date	Date
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TRACK NAME/ARTIST-

<u>PPD(USD)</u>	<u>RETAIL PRICE</u>
\$.67	\$.99

COMPILATION/ALBUM-

RETAIL PRICE(USD)