PROFIT SHARE AGREEMENT

This Profit Sharing Agreement (the “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_2017, by and between Realsoul Records having its principal place of business located at 2524  76th  avenue, Oakland, California 94605, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, both of whom agree to be bound by this Agreement.

WHEREAS, the Realsoul Records has developed a theme song called “Someone You Got To See”, and holds ownership of all intellectual property rights in the Product;

WHEREAS, the Realsoul Records desires to profit share with sharing partner to market the Product for sale; and

WHEREAS, Realsoul Records and the sharing partner desire to enter into an arrangement whereby Realsoul Records and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will share the profits realized from the sale of the Product due to the efforts of the Realsoul Records and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, Realsoul Records and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**1 TERM**. This Agreement shall last from the date of execution until terminated by thirty (30) days’ written notice by either party.

**2 EFFECT OF TERMINATION**. Upon termination according to sharing agreement, the following shall occur:

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall continue to receive the profit share described herein from any continuing sales as a direct result of both sharing partner’s efforts;

2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall direct all further inquiries regarding the Product back to the Realsoul Records.

**3 RESPONSIBILITIES OF SHARING PARTNER**. In consideration for the profit share granted herein, the sharing partner shall assist Realsoul Records in performing the following duties:

1 Performing research and other prospecting duties with regard to potential customers;

2 Completing paperwork as needed; and

3 Performing other such duties and services as may be of assistance to Realsoul Records to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the sharing partner.

**4. PROFIT SHARE**. In consideration for the duties performed hereunder, the sharing partner shall be entitled to 50 percent of the profits earned for sales of the Product that are a direct result of the both sharing partner’s efforts.

1 To be considered a “direct result” of each sharing partner’s efforts, substantially all of the contact with a customer that leads to a sale must have been made by each sharing partner. Initial contact and contact at the sale point shall be direct factors to consider such a sale being a “direct result” of the each sharing partner’s efforts.

2 “Profits” are deemed to be calculated by the sale price less any expenses by the Realsoul Records or the sharing partner’s promotional efforts on physical record sales. Digital downloads profits are equally shared because no expenses are accrued by either sharing partner.

**5. INDEPENDENT CONTRACTOR**. The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

**6. CONFIDENTIALITY**. The sharing partners shall not, in any fashion, form, or manner, either directly or indirectly:

1 Disclose or communicate to any party any information relating to the Realsoul Records business or the Product including (but not limited to) customer lists, price points, or marketing plans.

2 Duplicate any Confidential information.

3 Use any Confidential Information other than solely for the benefit of the both sharing partners.

4 Assist a third party in using any Confidential Information in any manner but solely for the benefit of the the sharing partners.

**7. APPROVAL OF MARKETING MATERIAL**. The sharing partner can use any high quality marketing materials related to the Product that were not directly provided by Realsoul Records.

**8. EXPENSES**. Both sharing partners shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by both sharing partners.

**9. INDEMNIFICATION**. The sharing partner agrees to defend, indemnify, and hold harmless the Realsoul Records from and against any all third party claims (or other actions that could lead to losses by Realsoul Records) that are based upon the sharing partner’s (a) violation of the law, (b) violation of this Agreement, or (c) violation of any third party’s rights.

**10. NO MODIFICATION UNLESS IN WRITING**. No modification of this Agreement shall be valid unless in writing and agreed upon by both sharing partner Parties.

**11. ENTIRE AGREEMENT**. This Agreement represents the full understanding of the sharing partner Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

**12. APPLICABLE LAW**. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in Alameda County, California.

IN WITNESS WHEREOF, each of the Parties has executed this Profit Sharing Agreement, both profit sharing Parties by its duly authorized officer, as of the day and year set forth below.

[REALSOUL RECORDS]

\_\_\_\_\_\_\_\_\_\_\_\_\_   \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], [TITLE] DATE

[SHARING PARTNER]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], [TITLE] DATE