



**Associated Protective Services, LLC
Investigative Collection Services Contract**

THIS INVESTIGATION COLLECTION AGREEMENT (hereinafter called "Agreement"), dated the 4th day of May, 2010, by and between; **Slep-Tone Entertainment Corporation, d.b.a. Sound Choice**, a North Carolina corporation, whose principal address is 14100 South Lakes Drive, Charlotte, NC 28273. Kurt J. Slep, CEO Office: 704-583-1616 x 1131 Mobile: 704-905-0067 Email: kurts@soundchoice.com (hereinafter referred to as "Client") and;

Associated Protective Services, LLC "DBA" **APS & Associates**, 35413 North 30th Ave. Phoenix, Arizona 85086 (hereinafter referred to as "APS")

WITNESSETH:

WHEREAS, APS is engaged in the business of investigating and identifying companies and individuals in violation of trademarks held by client and collecting funds for trademark violations and,

WHEREAS, Client desires to engage the services of APS in accordance with the terms of this Agreement to investigate and collect certain accounts (hereinafter called the "Accounts").

NOW, WHEREFORE, the parties hereto agree as follows:

1. Placement of Accounts

Client engages APS to identify trademark violations and collect from companies and individuals fair and just financial compensation to Client in accordance with this Agreement. The terms of this Agreement shall apply to all Accounts heretofore or hereafter placed with or developed by APS, all service rights are considered exclusive to APS, subject to agreed upon performance milestones.

2. Financial Terms

APS will at its cost, identify those companies and individuals in violation of trademarks held by client. Once identified APS will proceed with collection of money owed and will be paid a contingency fee of 40% of amount collected with the remaining 60% being remitted to client, reducing to 35%/65% after the first 4000 defendants have been filed against or notified of a pending lawsuit. All costs associated with research, investigation, mailing of letters, filing of suits, lawsuit service and prosecution of cases to be borne by Agency from their portion of the revenue. Investigations and services not covered under the normal scope of this collection agreement will be billed to client and payment for service withheld from clients 60% of collected fees or if approved by client paid in advance of service.

3. Obligation and Authority of APS

APS agrees to use its best efforts in accordance with the terms of this Agreement to identify and collect the Accounts. APS shall not be deemed a partner, joint venturer, servant, agent or employee of the Client for any purposes but shall at all times be deemed as an independent contractor hereunder. Nothing herein shall be construed as reserving to Client any right to control APS with respect to APS physical conduct in the performance of this Agreement. However, APS recognizes that it is intended that the Accounts continue as ongoing customers of Client after all monies owed have been collected. Thus APS recognizes that the reputation and goodwill of Client must be upheld during negotiations with Accounts, and that the methodologies and approach of APS should be commensurate with the level of cooperation of the Account with APS. APS shall have full control and supervision of all persons employed by APS and shall be solely responsible for their conduct and compensation. APS shall at all times conduct its identification, investigation and collection activities in a legal and ethical manner.

a. Referral of Accounts

All Accounts for investigation and collection by Company will be sent to the offices of APS.

APS & Associates
35413 N 30th Ave

Phoenix, AZ 85086
(623) 434-1838
Email: slepcase@apsprotection.com

4. NON-COMPETITIVE AGREEMENT – Between APS and Client

By engaging services from APS, Client agrees that unless agreed to in writing by all parties, Client is agreeing to an unlimited non-competitive time frame, with regards to personnel, contractors, sub-contractors, agencies, and equipment providers provided that Agency files against at least 200 defendants within three months, 700 within 8 months and 2000 within 18 months. The currently engaged firms of Harrington Cipriani and Porter at Law will not engage hire or employ any third parties or companies, providing APS all exclusivity as it relates to the services outlined in said agreement. All service henceforth will originate from APS who will provide ongoing case work for the currently engaged firms. APS will not in the same case represent without client consent any competitor of Sound Choice or company unrelated to Sound Choice engaged in the production and distribution of Karaoke music, recognizing the inherent conflict of trying to collect for two clients against the same defendant.

5. Transition Period

In reference to the Obligation and Authority of APS (Paragraph 3) and Non-Competition (Paragraph 4) in this Agreement, the three month period between the Effective Date and before the first 200 defendants have been filed against will be referred to as the "Transition Period". During the Transition Period, Client will continue to work with its existing network of investigators and law firms in effecting a smooth transition to APS in order that there is no loss of momentum and cash flow to Client. Client and APS will conduct training sessions between appropriate personnel as to Client's methodologies and appropriate negotiating guidelines. Whenever possible, APS will work to integrate Client's existing network into APS's services.

6. Remittances

- a. On all collections made by APS, proceeds will be remitted to client every two weeks, until the collection rate exceeds \$25,000 per week, thereafter proceeds will be remitted weekly. It is understood that if a check fails to clear, no remittance will be made until clearance is confirmed.
- b. On collections made by APS, APS's contingency collection fees will be deducted from the remittances to Client.
- c. APS will send client a voucher/check or invoice for each collection, showing the amount collected and the fee(s).

7. Indemnity

APS agrees to indemnify and hold Client harmless from all liabilities, losses and expenses, including reasonable counsel fees, Client may suffer as a result of claims, demands, actions or judgments against Client arising as a result of the negligent acts or willful misconduct of APS, its agents or employees except that APS shall have no liability to Client under this sentence to the extent that any act or omission of APS, its agents or employees was caused by or resulted from any inaccuracy or inaccuracies in, or any omission or omissions from, information furnished APS by Client or subject of investigation. If any claim, demand or action is asserted against Client with respect to which Client is entitled to indemnity from APS under the preceding sentence, Client will within thirty (30) days notify APS in writing and tender the defense, including choice of counsel, to APS.

Client shall indemnify and hold APS harmless from all liabilities, losses and expenses, including reasonable counsel fees, APS may suffer as a result of claims, demands, actions or judgments against APS arising as a result of the negligent acts or willful misconduct of Client, its agents or employees or as a result of any inaccuracy or inaccuracies in, or any omission or omissions from, information furnished APS by Client. If any claim, demand or action is asserted against APS with respect to which APS is entitled to indemnity under the preceding sentence, APS will within thirty (30) days notify company in writing and tender the defense, including choice of counsel, to Client.

8. Notices

Except as otherwise expressly provided herein, any notice given hereunder shall be deemed given only upon personal delivery or mailing, registered postage prepaid, addressed as follows:

If to Company:

Sound Choice, Kurt J. Slep, CEO
14100 South Lakes Drive, Charlotte, NC 28273.
Office: 704-583-1616 x 1131 Mobile: 704-905-0067 Fax: 704-583-1665
Email: kurts@soundchoice.com

If to APS:

Steve Brophy, President
APS & Associates
35413 N 30th Ave
Phoenix, AZ 85086
Phone: (623) 434-1838 Fax: 623-434-1839
Email: sbrophy@apsprotection.com

Either party may change its address for notices by like written notice to the other. Notices served in the manner aforesaid shall be deemed sufficiently served or given when deposited in the United States mail as aforesaid at a point within the United States. Such notice shall if delivered be deemed given on the date following mailing (as evidenced by postmark). Rejection or other refusal to accept or the ability to deliver at the address so designated because of changed address of which no notice was given or because of failure to provide procedures for the delivery of mail at such address, shall be deemed receipt of the notice sent.

9. Waiver or Modification

No provisions of this Agreement shall be deemed waived or modified by either party unless such waiver or modification is in writing and signed by the party against whom it is sought to be enforced. However, both parties recognize that the scope of the Collections covered by this Agreement is broad-ranging and all aspects cannot be adequately covered nor all situations anticipated during the crafting of this Agreement. It is the intent of both parties to create a suitable working relationship that inures to the economic and commercial benefit of both parties without being unduly restrictive for either party. Both parties will bargain in good faith if there is a need to modify the Agreement.

10 Effective Laws

This Agreement and any other instrument executed in connection herewith shall be governed by the laws of the State of Arizona.

11 Understanding of the Parties

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understanding.

12 Authority to Execute

The parties warrant that the person executing this Agreement is duly authorized to execute same, that the execution of this Agreement is not proscribed by the parties' Bylaws or Articles of Incorporation, and that all necessary actions have been taken by the parties' boards of directors to authorize the execution of this Agreement.

13 Breach or Default

~~13~~ In the event APS shall be in breach or default of any of the terms, conditions or covenants of this Agreement, and said breach or default shall continue for a period of ten (10) business days after the giving of written notice to APS by Client, then, in addition to all the other rights or remedies of law or in equity or otherwise, Company shall have its right, without prejudice to any other right or claim which it may have, to immediately cancel this Agreement.

14. Invalidation

If any provision or portion of this Agreement is found to be invalid under any applicable statute, rule of law or executive order, said invalidation shall affect only that provision or portion, leaving the remainder of this document intact.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first herein and above written.

CLIENT:
Step-Tone Entertainment Corporation

Kurt J. Slep
By: Kurt J. Slep, CEO

5/5/2010
Date

Associated Protective Services, LLC "DBA" APS & Associates "APS"

Steven C. Brophy
By: Steven C. Brophy, President "APS"

5/5/2010
Date