**EXCLUSIVE ADMINISTRATION, LICENSING AND COLLECTION AGREEMENT**

**A. Parties:** LITTLE GIRL AND THE ROBOT (“LG+R”), located at 5447 Halbrent Ave, Sherman Oaks, CA 91411, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Composer”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**B. Compositions and Masters:** The music compositions (“Compositions”) that are the subject of this Agreement, and the recordings thereof (“Masters”) are listed on Schedule A attached to this Agreement. In this Agreement, the word “Cues” will refer to the Compositions and Masters together (and all terms may be used, as applicable, in the singular or plural). The parties may add Cues to Schedule A at any time, and if Composer delivers a musical recording to LR+R, such recording (and the composition embodied in that recording) will be deemed to be a Cue hereunder unless the parties clarify otherwise in writing.

**C. Term:** The term of this Agreement for any Cue will be a period commencing on delivery of such Cue to LG+R, and ending \_\_\_\_\_\_\_ years thereafter.

The parties hereby agree as follows:

1. ***LG+R Will Have Exclusive Administration Rights in All Cues:*** Composer hereby grants to LG+R, for the duration of the Term for each Cue, the exclusive right to administer and license both the Composition and Master. As such, Composer will not (and will not authorize any third party to) license or make any public use of any Cue during its Term, or collect directly any monies from the exploitation of such Cue (except as allowed below). Without limiting the foregoing, LG+R will have the exclusive right to license all Cues for synchronization purposes, public performance, or any other audio and/or audiovisual use of any kind whatsoever, throughout the universe, in all media now known or hereafter created.

2. ***LG+R Will Have the Exclusive Right to Collect Its Share of Public Performance Royalties, Composer Will Collect Composer’s Share of Public Performance Royalties Directly, and LG+R Will Have the Exclusive Right to Collect 100% of All Other Monies, and Will Pay Composer One-Half of Those Other Monies:***

a. Writer’s public performance royalties payable in connection with the Compositions will be paid directly to Composer by Composer’s applicable performing rights organization (“PRO,” e.g., ASCAP, BMI, SESAC). Publisher’s public performance monies will be paid directly to LG+R (or its publishing designee) directly by the applicable PRO.

b. Royalties payable in connection with the public performance of the Masters, if any, will be paid by SoundExchange or any other applicable collective organization as follows: the performer’s royalties will be paid directly to Composer, and the owner or “label” share will be paid directly to LG+R.

c. As to all other monies, including synchronization fees and mechanical royalties: such monies will be collected exclusively by LG+R. LG+R will account to Composer and pay to Composer a sum equal to one-half (1/2) of such monies (after first deducting “off the top” any administration fees paid to third parties or any other expenses incurred in the generation or collection of such monies), within sixty (60) days after LG+R’s receipt thereof.

2A. ***Exception for Certain Revenues:*** Notwithstanding anything else in this Agreement to the contrary, LG+R will pass on to Writer one hundred percent (100%) of monies collected by LG+R only from the following sources, without taking any fees or share thereof:

a. Fees generated by agreements entered into by Writer with producers with whom Writer has pre-existing relationships, without input or assistance from LG+R, provided that Writer notifies LG+R of each such agreement in writing promptly after entering into such agreement; and

b. Public performance royalties generated by live concert performances of Writer in Writer’s capacity as a performing artist.

3. ***The Rights In the Cues Will Revert at the End of the Term:*** At the end of the Term for any Cue, all rights in such Cue will revert to Composer. However, LG+R will be entitled to collect, and retain its share of, all monies generated after the Term derived from agreements or licenses entered into by LG+R during the Term. So, for example, if LG+R licenses a Cue to a third party, but the licensee does not pay the agreed-upon fee until after the Term has expired, such fee will be subject to LG+R’s rights under paragraph 2 above.

4. ***Composer Makes Certain Representations and Warranties, and Will Be Responsible for Claims from Third Parties:*** Composer represents and warrants to LG+R that Composer has the right to enter into this Agreement and grant all rights granted to LG+R hereunder, and that all Cues are original with Composer, do not contain samples or other material owned or controlled by third parties, and will not infringe on the copyrights, or other rights of any kind, of any person or entity. This representation and warranty is made for the benefit of LG+R, and any other person or entity that uses or exploits any of the Cues, including LG+R’s licensees or assigns. Composer will indemnify and hold harmless LG+R and its successors, assigns, principals, officers and owners from and against any claim, cost or legal action that arises from any breach, or an alleged breach, of any of Composer’s representations, warranties or undertakings under this Agreement.

5. ***Miscellaneous Provisions:***

a. Composer and LG+R enter into this Agreement as independent contractors. They are not partners, nor is Composer an employee of LG+R. Composer will be responsible for all taxes payable on monies paid to Composer hereunder.

b. In the event that LG+R is ever in breach of this Agreement, or if Composer believes LG+R to be in breach, Composer’s only permissible remedy will be a legal action for money damages. Composer will not have, and hereby waives, the right to seek an injunction (i.e., a court order to abstain from any activity) or any other remedy other than money damages.

c. If LG+R reasonably needs Composer to sign any further documents to serve as evidence of LG+R’s rights under this Agreement, Composer will do so promptly. If Composer fails to do so on request, LG+R is authorized to sign such documentation on Composer’s behalf, as Composer’s attorney-in-fact. If LG+R ever does so, LG+R will provide a copy of such documentation to Composer.

d. LG+R makes no representation or promise of any kind that any of the Cues will ever be licensed, or will generated any particular amount of money.

e. This Agreement will be interpreted by the internal laws of the State of California (not including California’s conflict-of-laws rules, which could otherwise subject the Agreement to the laws of some other state or jurisdiction). In the event of any dispute arising under this Agreement, or relating to any Composition or Master, the parties submit to the jurisdiction of the courts located in Los Angeles County, California.

***By signing below, Composer is acknowledging that Composer has read this Agreement and fully understands it. Composer is welcome to have an attorney review this document on Composer’s behalf before signing, and if Composer elects not to do so, that is Composer’s choice. Neither the fact that this Agreement was prepared by an attorney for LG+R, nor the fact that Composer may not have had an attorney review it, will have any affect on the validity or the interpretation of this Agreement.***

Signed:

LITTLE GIRL AND THE ROBOT

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Composer:

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

*Print composer’s name here*

**SCHEDULE A: LIST OF CUES**

Title: Date Delivered to LG+R:

1.

2.

3.