



RE: THE REMEDY KIT PRODUCTION COLLABORATION AGREEMENT

Dear Licensee:

This production collaboration letter agreement (the “**Agreement**”), when fully executed by the parties, includes the material terms and conditions to which Licensor and Licensee agree to collaborate on certain master recordings (the “**Master(s)**”). As used herein, Licensor shall mean “Ricky Remedy,” and licensee shall mean any person or entity using original branded sounds, designed exclusively by Licensor. Additionally, the parties hereunder shall enter into a formal production ‘work-for-hire’ agreement provided the Master(s) is released by a third party. As used herein, a third-party shall include, but not be limited to a major label (Sony, Warner, Universal), independent label or artist, any and all music distributors, production studios, etc. Therefore, in consideration of the mutual covenants and agreements set forth, the Parties agree as follows:

1. The parties shall render services as co-producers on Master(s).

The parties shall render services as co-producers on certain Master(s), which contains the use of original branded sounds, designed exclusively by Licensor. The parties shall render such production in consultation with the other party along with keeping each party advised of any changes of address, phone number, and email address so that the parties can contact each other to transact any business necessary for an exclusive release of the Master(s). All services described in this paragraph shall be referred to sometimes as the “Co-Producer Services.”

2. Licensor authorizes the exploitation of the composition subject to a formal production agreement.

With respect to any Master(s) released in collaboration with Licensor, a production agreement with detailed authorship splits and respected profit shares must be established in order to properly transfer rights to any third-party exclusively purchasing the rights to the Master(s). The parties shall have equal share of authorship interest in the composition. For the avoidance of doubt, the authorship interest is subject to change upon written, mutual approval between the parties. If the Master(s) is used in film, television, commercials, video games or other audiovisual works, the parties shall have equal share to interest in the composition provided that the synchronization fee for the whole of the composition is equal to the Master license fee for the Master(s).

3. The parties shall be Compensated for Co-Producer Services.

The parties hereunder shall have equal share of all producer income derived from the Master(s), which contains original branded sounds, designed exclusively by Ricky Remedy. The parties shall collectively determine the shares of the following production income streams from the Master(s): (i) production advance, (ii) royalties for top-line net sales through normal retail channels, (iii) authorship composition, and (iv) SoundExchange.



4. The parties shall have the right to cure any breaches/termination.

A party (the “Breaching Party”) will be in breach of this Agreement if the other party gives the Breaching Party written notice of the breach and the Breaching Party does not cure the breach within thirty (30) days after the date of receipt of the notice, or fifteen (15) days after the date of notice with respect to the receipt of monies owed hereunder.

5. Please see a lawyer.

If you have any questions about this agreement or what any of it means, please consult an attorney before you sign it. In fact, you should get a lawyer to look at the contract and explain it to you, even if you think you understand it. This Agreement sets forth our entire understanding regarding its subject matter and any changes to this Agreement must be in writing and must be signed by you and by us. You understand and agree that you will be solely responsible for paying your own attorney.

If this accurately reflects your understanding, please sign in the space provided below

ACCEPTED AND AGREED TO BY:

LICENSOR:

By: _____

LICENSEE:

By: _____