

PHOTOGRAPHER AGREEMENT

Date of services: _____ ("Date")

The following constitutes the agreement between Orange Baby, LLC ("Company") on the one hand, and the undersigned photographer, given permission to photograph ("Photographer") the artist p/k/a "MGMT" ("Artist"), on the other hand.

In consideration of Company allowing Photographer to take photographs of the Artist during Artist's live performances (or backstage or in the vicinity of the venue where Artist is performing before or after the show) on the Date (individually and collectively, the "Photos"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

1. **Grant of Rights:** Photographer hereby gives and grants to Company and Company's respective licensees, the sole, exclusive and irrevocable right (including all rights under the copyright laws of the United States) to perpetually exploit commercially and non-commercially, the Photos throughout the world, in all media now known or hereafter devised (including, but not limited to, online and print) and in any manner, as well as Photographer's name in connection with the Photos. Photographer must obtain prior written approval from Company over each and every Photo prior to such Photo's publication or exploitation. In connection with the rights granted herein, Photographer will provide Company with a duplicate copy of all of the Photos (and if such Photos were taken with a digital camera, Photographer shall provide Company with a copy of the original digital file). For the avoidance of doubt, Company shall have the right to edit and manipulate the Photos.

2. Liability Release:

(a) Company hereby grants to Photographer the right to use Artist's name and likeness in connection with the Photos and hereby waives any claim to violation of Artist's rights of privacy, publicity, or confidentiality pursuant to statute or common law in connection with the use that the Photographer shall make of the Photos, provided that the Photographer will not use or permit the use of the Photos in any manner that may defame or disparage the Artist's name or reputation. Any such use of the Photos within the Photographer's control shall constitute a material breach of this agreement.

(b) Photographer hereby agrees that Photographer shall not make any claims against Company and/or Artist with respect to Company's use of the Photos. Photographer hereby further releases and discharges Company and Artist from any and all liability in connection with any third-party claims that may arise from Company's or Photographer's use of the Photos.

3. **Entire Agreement:** Nothing herein will constitute any obligation on the Company to make any use of any of the rights set forth herein. This agreement is made in accordance with the laws of the State of New York and embodies the entire agreement between the parties with respect to the subject matter hereof. Photographer acknowledges that Photographer is of full age and has every right to enter into this contract and that the execution of this agreement has not been induced by any representations, statements, or warranties other than those set forth herein.

If the foregoing reflects your understanding, please so indicate by signing in the space provided for below.

PHOTOGRAPHER

Signature: _____ Date: _____

Print name: _____ Address: _____

COMPANY

Orange Baby, LLC

By: _____ Date: _____

An authorized signatory