

LICENSE AGREEMENT

This License Agreement ("Agreement"), dated as of February 18, 2017, when signed by both parties will constitute a valid and binding agreement between you, the artist ("Artist") and us, Warner Bros. Pictures Worldwide Marketing, a division of Warner Bros. Distributing Inc. and its affiliates, successors and assigns ("Warner") with respect to the granting of a exclusive license to use the artwork, attached hereto as Exhibit A and incorporated herein (the "Materials"), that is an original artwork design created by Artist for the creative invite promotion hosted on the Talenhouse Inc. ("Talenhouse") website and based on the motion picture film, *King Arthur: Legend of the Sword* (the "Picture"), for use in connection with the distribution and exploitation of the Picture.

1. **Licensed Rights:** For good and valuable consideration which Artist hereby acknowledges, Artist grants to Warner a exclusive license to use all or any portion of the Materials in Warner's sole discretion for the exploitation, exhibition, distribution, advertising, promotion and publicity in connection with the Picture or Warner in any and all media, now known or hereafter devised. Artist further grants to Warner the right to modify, crop, alter, edit, make derivative works from and/or cut down the Materials in Warner's sole discretion pursuant to the terms of this Agreement.
2. **Licensed Term:** Perpetuity.
3. **Territory:** Universe.
4. **Consideration:** As full and satisfactory compensation for this license of the Materials and the rights granted herein, Artist shall be provided with a check by Talenhouse in the amount of One Thousand U.S. Dollars (\$1,000) and the opportunity to be featured across the Picture's official social media channels and in a Snapchat filter upon execution of this Agreement and delivery of the Materials.
5. **Name and Likeness:** Artist also consents to Warner's and use of Artist's name, voice, biographical data and/or likeness in connection with the exploitation, exhibition, distribution, advertising, publicity and promotion of the Picture and/or the Materials in all media, whether now known or hereafter devised, throughout the universe, perpetually and without restriction. Warner shall use reasonable efforts to accord appropriate credit to Artist wherever possible in connection with the use of the Materials, provided, however, that no failure to accord such credit shall constitute a breach of this Agreement.
6. **No Obligation to Use:** Nothing contained herein shall obligate Warner to include all or any portion of the Materials in connection with the Picture.
7. **Copyright and Use of Picture's Elements:** Artist expressly acknowledges and agrees that the Materials are based on and inspired by the Picture and include Warner intellectual property. Artist acknowledges and agrees that the Picture and all elements of the Picture including without limitation the title and title treatment, characters, themes, plots, sets, look and feel, designs, artwork, names, marks, and logos associated with or related to the Picture, and all derivatives of the foregoing, including without limitation, those portions of the Materials submitted hereunder that are inspired by or derived from any of the foregoing, and all intellectual property rights embodied therein (collectively, the "Picture Property") shall be and remain the sole and exclusive property of Warner. Artist acknowledges and agrees that any use of the Picture Property is limited and will always be subject to, and restricted by, Warner's underlying rights in the Picture Property. Artist may display, distribute, make available, and/or reproduce the Materials containing the Picture Property for personal, private, nonpublic use ONLY and in no event shall Artist obtain a fee, license, royalty, advertising revenue or any other payment in exchange for the Materials. Artist has not and will not acquire any rights, ownership or other interests of any kind whatsoever in the Picture Property, including but not limited to the Picture Property contained within the Materials, by entering into this Agreement.
8. **Representations and Warranties:** Artist hereby warrants and represents that
 - a. The Materials are an original piece of artwork created and designed by the Artist capable of copyright protection throughout the universe, and, other than the Warner's rights referenced in Paragraph 7 above, do not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark or any other intellectual property rights;
 - b. The artwork has not been made commercially available, submitted to any contests or promotions, or won any prizes or awards other than the Talenhouse creative invite promotion;

- c. Artist has obtained all consents, permissions, approvals, and any other clearances in the Materials necessary for Warner to exercise the license hereunder and Warner will not be required to obtain any further consents, permissions, or to pay any royalties, residuals, costs, fees or payments of any kind or nature that may be due or may become due in order to exercise the Licensed Rights; and
- d. Artist has the right and power to enter into and fully perform this Agreement.
9. **Indemnification:** Artist agrees to indemnify, defend and hold harmless Warner, its affiliated or related entities, parent company, subsidiaries, successors, and assigns, and each of their directors, officers, shareholders, agents, employees, and their property, for any and all claims, demands, losses or damages, inquiries and/or liabilities of every kind whatsoever, whether now known or unknown, arising out of, resulting from, or in any way connected with Warner's exploitation of the Licensed Rights pursuant to the terms hereof or Artist's breach of any of its representations or warranties hereunder.
10. **Waiver of Injunctive Relief:** In the event Warner is in breach of any provision of this Agreement, Artist specifically acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle Artist to injunctive or other equitable relief. Artist's rights and remedies in any such event shall be strictly limited to the right to recover damages (if any) in an action at law.
11. **Assignment:** Warner shall have the right to assign or sublicense this Agreement, all or in part, to any of its subsidiaries, affiliates or divisions, or to any successor entity or other party acquiring all or substantially all of the business or assets of Warner, or into which Warner is merged or consolidated.
12. **Relationship of the Parties:** At no time past, present or future shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or a collaboration of the purposes of sharing any profits or ownership in common. Neither party shall have the rights, power or authority at any time to act on behalf of, or represent, the other party, and each party hereto shall be separately and entirely liable for its own respective debts and obligations in all respects
13. **Unenforceability:** If there is any conflict between any provision in this agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.
14. **Governing Law and Arbitration:** This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in Los Angeles County under the Expedited Arbitration Procedures Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. ("JAMS") before a single, neutral arbitrator who is a former or retired California state or federal court judge with experience in Entertainment matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of California.
15. **Entire Agreement:** This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained. No waiver of either party of any breach by the other party of any representation, warranty, covenant or obligation set forth herein shall be regarded as a waiver of any breach of any other representation, warranty, covenant or obligation. This Agreement shall not be modified or amended except in writing signed by each of the parties hereto.
16. **Counterpart Execution:** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document and may be executed by any party by delivery of a (pdf), or similar electronic image-based format (collectively, "pdf") and such pdf execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or pdf executions or a combination, shall be construed together and shall constitute one and the same agreement.

Agreed and Accepted:

ARTIST:



Name: _____

Address: _____

Email/Phone: _____

WARNER:

Warner Bros. Pictures Worldwide Marketing, a division of Warner Bros. Distributing Inc.

By: _____

Name _____

Its _____

Date _____

Exhibit A

[attach image of winning art]