

ARTIST RELEASE FORM

This Artist Release Form (the “**Agreement**”) is entered into and made effective as of [MONTH] [DAY], [YEAR] (the “**Effective Date**”), by and between:

Henkell & Co. Sektkellerei KG, with an office located at Wiesbaden, Germany (“**Company**”) and [ARTIST'S FULL LEGAL NAME], with an address at [ARTIST ADDRESS] of legal age born on [MONTH] [DAY], [YEAR] and citizen of [CITIZENSHIP] (“**Artist**”).

For the purposes of this Agreement, Company and the Artist shall be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

1. Company has a need for unique artwork (the “**Work**”) as further described at <https://www.talenthouse.com/i/design-the-coolest-limited-edition-bottle-for-wodka-gorbatschow> (the “**Creative Invite**”) for certain of Company’s business activities;
2. Company engaged Artist to submit and create Work for the Creative Invite through the intermediary company Talenthouse and its affiliates for the use of Company;
3. The Parties wish to document the assignment of all intellectual property rights, in particular marketing and usage rights in and to the Work created by Artist as part of the Creative Invite;
4. Artist warrants, represents and agrees that the Work from the inception of its creation, is the sole property of Company, in perpetuity, free from any claims by Artist or any other person or entity, and Company has the unlimited and perpetual right to use and control the Work.

NOW THEREFORE, in consideration of the foregoing, for good and valuable consideration and the mutual promises herein contained, the Parties hereby agree as follows:

1. *Transfer of Rights.* Artist hereby acknowledges, certifies and agrees that to the extent that tangible and/or intangible results - in particular, but not limited to the graphic design that have been created and/or submitted by Artist in connection with the Creative Invite (“**Work**”) are subject to any copyright, Artist hereby irrevocably and expressly grants, assigns, transfers and conveys on a worldwide basis to Company any and all rights, title and interest in and to the Work, in particular as stipulated in Annex 1, including but not limited to all applicable Intellectual Property Rights and any so-called Rental and Lending Rights and Neighbouring Rights pursuant to any European Union directives and/or enabling or implementing legislation, laws or regulations in and to such Work. The term “**Intellectual Property Rights**” means all trade secrets, copyrights and all related rights, trademarks, mask work rights, Patents, patent rights, moral rights, electronic and distribution rights and other intellectual property rights recognized by the laws of any country. Artist retains no rights to use the Work and agrees not to challenge the validity of Company’s ownership of the Work.

To the extent, if any, that Artist has any right to the Work that cannot be assigned by Artist, or that Artist retains any right, title or interest in and to any Work, Artist hereby unconditionally and irrevocably grants to the Company and its affiliated or related entities during the term of such rights, an exclusive, even as to Artist, irrevocable, perpetual, worldwide, transferrable, worldwide, paid-up and royalty-free license, with rights to sublicense (directly or indirectly through multiple tiers), to use, execute, reproduce, adapt (including edit, modify, translate, and reformat), make and create derivative works of, distribute, transmit, perform (publicly or otherwise) and display (publicly or otherwise) in any form or medium, whether now known or later developed, make, have made, use, sell, import, export, offer for sale and exercise and otherwise exploit any and all such rights in any and all manners or methods now known or later devised, and any and all works derived from the Work without restriction, obligation or accounting to Artist. Company shall own any derivative works created from the Work. Such grant of rights includes without limitation any and all usage now known or developed thereafter to the extent permitted by applicable law.

If Artist has any rights to the Work that cannot be assigned or licensed, Artist hereby unconditionally and irrevocably waives the enforcement of such rights, and all claims and

causes of action of any kind against the Company and/or related to Company's customers, and/or Company's affiliated or related entities or respective assignees or licensees, with respect to such rights, and agrees, at Company's request and expense, to consent to and join in any action to enforce such rights.

To the fullest extent permitted by any applicable law, artist hereby irrevocably waives any rights of inspection or approval of the uses of any Work or any portion thereof. Artist hereby waives unconditionally and irrevocably for the benefit of the Company and its successors and assigns any and all "**moral rights**" or similar rights in or to any Work in which copyright may subsist in each jurisdiction throughout the world, to the extent that such rights may be waived in each respective jurisdiction, and waives any other rights with respect to attribution of authorship or integrity of any Work that Artist may have under any applicable law.

Company solely owns all right, title and interest in all materials and content made available by Company to Artist hereunder, including materials provided to enable Artist to create the Work and any deliverables (e.g., product images and information) ("**Company Materials**"). No rights are granted hereunder to Artist in Company Materials and all rights thereto are expressly reserved to Company.

2. Assistance. Artist shall execute any documents (after being afforded a reasonable opportunity to review and/or confirm same) and do any other acts as may be reasonably required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement, and Artist appoints Company as Artist's attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all such documents which Artist fails to execute and to do any and all such other acts that Artist fails to promptly do after reasonable request.
3. Publicity/Confidentiality. Artist shall not originate any publicity, news release, or other announcement, written or oral, to any other person, firm or corporation, in any advertising or promotion, or in any other manner or connection whatsoever relating to this Agreement, or to the existence of an arrangement between the Parties without the prior written approval of Company ("**Confidential Information**"). Confidential Information of company also includes any information, knowledge, or data Artist may receive from Company directly or indirectly, in tangible or intangible form, or any information, knowledge, or data Artist may develop during Artist's participation in the Creative Invite, which is proprietary to Company or relates to patents, copyrights or trade secrets of Company (as contained in or that relates to computer programs, materials, data, systems, research, products, development plans, designs, costs, prices, finances, employees, customers, marketing plans, business opportunities, procedures, methods, inventions or discoveries), or which Company has received in confidence from others.

Artist will not use Company's name, likeness, or logo (Company's "**Identity**"), without Company's prior written consent, to include use or reference to Company's Identity, directly or indirectly, in conjunction with potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

4. Name / Likeness. Artist irrevocably grants the Company and those acting under their authority the right to the use of Artist's full name, any aliases, picture, portrait, likeness, voice, biographical data and/or statements of any person furnished or employed by Artist in connection with the Work, at any time or times, for any and all purposes at the sole discretion of the Company, including without limitation for advertising, trade, publicity and promotional purposes without further compensation, in any and all media now known or hereafter developed, worldwide, without notice, review or approval, and hereby releases the Company, their respective advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, agents, successors and assigns from any liability with respect thereto. Artist understands that nothing herein requires Company to use Artist's name, biographical data, voice and/or likeness as described herein or otherwise.
5. No Obligation to Exploit or Provide Credit. Artist understands and agrees that Company, in its sole judgment, may accept or reject the Work and shall not be obligated to Artist in any way with respect to such Work. If Company decides to exploit the Work, it may decide to cease such exploitation at any time for any reason without any liability to Artist. Without limiting the

generality of the foregoing, Artist understands and agrees that Company shall have no obligation whatsoever to provide Artist with any form of credit in connection with Company's display, use and/or exploitation of the Work.

6. Compensation. In consideration of the Work provided and the rights granted to Client in connection therewith and upon satisfactory completion and Client's acceptance of the Work, Talenthouse shall pay the Artist a one-time fee of EUR 4,000 (four thousand Euros) (the "**Fee**") within 90 days after delivery of the final Work.

The Artist agrees and acknowledges that the Fee is fully inclusive and a complete buyout. The Fee constitutes adequate and sufficient compensation for the provision of the Work and the rights granted, and is inclusive of all materials, equipment, insurance and wages or other sums paid to other persons or entities furnished or designated by the Artist in connection with the Work and the Artist shall not claim or demand any additional charge, fee or consideration for the provision of the Services, and the grant of the rights to Company in accordance with the terms of this Agreement.

Artist will be responsible of paying any state or federal taxes, charges or fees, including income tax and Social Security.

7. Artist Representations / Warranties. Artist represents, warrants and covenants:

- a) Artist has the right to enter into this Agreement and to fully perform this Agreement and make the grants and warranties hereunder;
- b) Artist has not granted or transferred any rights in or to the Work in whole or in part to any third party;
- c) The execution of this Agreement by Artist does not and will not conflict with, violate or result in a breach of any other agreement to which Artist is a party or by which Artist is bound;
- d) Artist has no knowledge of any claim or purported claim that may create any liability on the part of Company;
- e) The Work may be freely exploited by Company, and its successors, assigns and licensees, without any obligation or liability to any third party;
- f) Artist is the sole and original author and creator of the Work;
- g) The Work or any parts of it have not been copied or derived from any other source;
- h) The Work will not violate or infringe upon any personal or any property rights of any person or entity including, without limitation, copyright, patent, trademark, or rights of publicity (except any material provided by Company);
- i) the Work does not contain any viruses, bugs, spyware, time-outs, remote accessibility or any programming routines that detrimentally interfere with or corrupt equipment, software, networks or data;
- j) Artist owns all of the rights being conveyed;
- k) If any third parties appear (such as models) in the Work, that individual has signed a Model Release form;
- l) If any location appears in a Work that is owned or controlled by a third party (and is not a public place), the owner of the location has signed an appropriate Location Release form giving Artist sufficient rights to enter into this Agreement with Company;
- m) If any other form of release is required, that Artist has obtained or will be able to obtain the required release at their own expense;
- n) Artist has complied with all of the terms and conditions laid down in the Official Rules of the Creative Invite.

If any statement made by Artist herein is false or misleading or Artist fails to comply with all of the terms herein, Artist will immediately return to Company upon demand the Fee on the date hereof, and Artist acknowledges that any false or misleading statement made or failure to comply with the terms herein may expose Artist to further liability and damages of all kinds, without limitation, that may arise from such statement.

8. Artist Indemnification. Artist agrees to and does hereby defend, indemnify and hold Company and any of their affiliated companies, owners, principals, employees, licensees, partners, officers, directors, shareholders, agents, successors, assigns and representatives (collectively, the "**Indemnified Parties**") harmless from and against all charges, claims,

actions, liabilities, damages, judgments, losses and expenses of any kind or nature whatsoever (including reasonable court and/or attorneys' fees and costs) which may be sustained or suffered by or secured against or incurred, directly or indirectly, by the Indemnified Parties, by a third-party arising out of or relating to: (a) the exploitation or any other use of the Artwork (in whole or in part); or (b) the breach or alleged breach of Artist's representations, warranties or covenants set forth herein. Artist agrees to reimburse Company on demand for any payment made or incurred by Company with respect to the foregoing sentence.

9. Limitation of Liability. ARTIST AND THE ARTIST'S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HEREBY RELEASE, DISCHARGE AND ABSOLVE THE INDEMNIFIED PARTIES, FROM ANY AND ALL ACTIONS, SUITS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, WHICH ARTIST AND ARTIST'S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HAD, NOW HAVE OR HEREFTER MAY HAVE, BY REASON OF ANY MATTER CONNECTED IN ANY WAY WITH THE CREATIVE INVITE, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF THE CREATIVE INVITE, THE AWARDING OF THE PRIZE, THE ARTIST'S PARTICIPATION IN THE CREATIVE INVITE OR THE ARTIST'S ACCEPTANCE OF THE PRIZE, ANY LOSS OR DAMAGE TO ANY PRIZE (OR ANY PART THEREOF), AND ANY ACTION, CLAIM OR SUIT FOR PERSONAL INJURY OR LOSS OR DAMAGE TO PROPERTY IN CONNECTION WITH THE RECEIPT AND USE OF THE PRIZE. ARTIST AND ARTIST'S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HEREBY AGREE TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, COSTS, OR EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING DIRECTLY OR INDIRECTLY OUT OF ANY ACTION TAKEN IN CONNECTION WITH THE ARTIST'S PARTICIPATION IN THE CREATIVE INVITE AND/OR THE ARTIST'S RECEIPT, OWNERSHIP OR USE OF THE PRIZE. IN NO EVENT WILL THE INDEMNIFIED PARTIES OR ANY OF THEM BE LIABLE TO THE ARTIST FOR ANY PUNITIVE, EXEMPLARY, MULTIPLIED, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Personal Data Privacy. Artist acknowledges and agrees that:
 - a) personal data shared with the Company, or through the Talenthouse platform, will be processed by the Company and Talenthouse;
 - b) personal information may be stored and processed in any country where Company have facilities or service providers, and by entering into this Agreement, the Artist agrees to the transfer of information to countries outside of their country of residence, including to the United States, which may provide for different data protection rules than in the Artist's country.
11. Independent Relationship. Artist agrees that Artist is an independent contractor and is not an employee of the Company. Nothing in this Agreement creates or should be construed to create a partnership, joint venture, or employer-employee relationship between Company and Artist. Artist (a) is not the agent of Company; (b) is not authorized to make any representation, contract, or commitment on behalf of Company; and (c) will not receive and is not entitled to any compensation or benefits of any kind from Company.
12. Assignment. Company may assign this Agreement without restriction, and all rights under this Agreement shall inure to the benefit of and be enforceable by Company's successors and assigns. This Agreement is personal to Artist and may not be assigned without Company's written consent. The terms of this Agreement will be binding upon assignees.
13. Severability. The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
15. Injunctive Relief. Artist acknowledges that, because its services are personal and unique and because Artist will have access to Confidential Information of Client, any breach of this Agreement by Artist would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

In the event of any breach by Company or any third party, Artist acknowledges that the damage, if any, caused to Artist thereby will not be deemed irreparable or otherwise sufficient to entitle Artist to seek injunctive or other equitable relief. Artist's rights and remedies in any such event shall be strictly limited to the right, if any, to recover damages in an action of law, and except as expressly provided for herein, Artist will not have the right to rescind or terminate this Agreement or any of Company's rights hereunder, nor the right to enjoin the exploitation, advertising and/or distribution of the Work or any subsidiary or allied rights with respect thereto.

16. Termination. Artist acknowledges and agrees that neither Company's ownership of the Work nor any grant of rights by Artist to Company hereunder shall be affected, limited or terminated in any way by termination or cancellation of this Agreement for any reason. All of the provisions of this Agreement shall survive the termination or expiration of this Agreement.
17. Subcontractors. Artist shall be responsible for ensuring that any subcontractors, artist team members or employees comply with this Agreement and shall be responsible for all actions of such subcontractors or employees in connection with this Agreement, including any actions that would be in breach of this Agreement if performed by Artist.
18. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, or by any nationally reputable overnight courier able to provide a receipt of delivery, to the address of the Party set forth below or such other address as either Party may specify in writing or by email. A reference to writing or written includes email. A facsimile or scanned signature shall be deemed valid. All notices shall be deemed to have been given upon receipt.

Notices to Company shall be sent to:

Christian Schulz, C/O Henkell & Co Sektkellerei KG, Biebricher Allee 142, 65187 Wiesbaden, Germany or to: Christian.Schulz@henkell-sektkellerei.de

19. Alternative Dispute Resolution; Governing Law; Choice of Forum: To the extent permitted by applicable law, Artist agrees that:
- (i) any and all disputes, claims and causes of action against the Released Parties arising out of or related to this Agreement, shall be resolved individually, without resort to any form of class action; and
 - (ii) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally settled by binding arbitration under the then-existing Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), except as modified herein. The arbitration shall be conducted by one (1) arbitrator who shall be nominated by Promoter, Sponsor and Artist and must be an attorney licensed to practice or otherwise experienced with New York law. If the parties cannot agree upon an arbitrator within thirty (30) days from the date the claimant's

request for arbitration was served on the other party or parties, the sole arbitrator shall be appointed by AAA in accordance with the Rules.

Unless otherwise agreed, arbitration proceedings will be held in Los Angeles County, California, United States. The award rendered by the arbitrator will be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator will have the authority to award money damages (with interest on unpaid amounts from the date due), specific performance, and temporary injunctive relief, but not the authority to award exemplary or punitive damages, and any claimed right to such damages is expressly waived. Any arbitration will be between Artist and Company individually, and there shall be no joinder or consolidation of arbitrations or class action arbitrations.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of Artist or Company in connection with this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would mandate the application of the laws of any jurisdiction other than the State of New York.

20. Entire Agreement. This Agreement contains the final, complete and exclusive understanding between the Parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by both the Artist and Company.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronically executed or electronically transmitted signatures shall have the full force and effect of original signatures.

I, the Artist, have the full right and legal capacity to sign this Agreement. I have read this Agreement prior to signing it and I understand its contents. This Agreement is executed on my behalf and on behalf of my heirs, executors, representatives, successors, and assigns and shall be binding upon each and all of them in perpetuity.

AGREED AND ACCEPTED:

Henkell & Co. Sektkellerei KG:

[FULL LEGAL NAME OF ARTIST]:

Name:
Title:
Date:

Name:
Title:
Date: