

LICENSE AGREEMENT

This License Agreement ("**Agreement**"), dated as of the date last set forth below, when signed by both parties will constitute a valid and binding agreement between you, the artist ("**Artist**") and us, **Berlin Partner für Wirtschaft und Technologie GmbH** and its affiliates, successors and assigns (collectively, "**Licensee**") with respect to the granting of an exclusive license to use the work of authorship identified on Exhibit A (the "**Materials**"), which is an original work of authorship created by Artist for the creative invite promotion hosted on the Talenthouse website as further described on Exhibit A.

1. **Licensed Rights:** The Selected Artists will be required to grant Berlin Partner an exclusive, unlimited, global, sub-licensable, royalty-free, irrevocable, perpetual license in the selected work. In exchange for the incentives set forth above, the Selected Artists will have to sign this License Agreement. For good and valuable consideration which Artist hereby acknowledges, Artist hereby grants to Licensee an exclusive license to the Materials for the purpose described on Exhibit A. Artist further grants to Licensee the right to use, reproduce, perform, display, distribute, modify and make derivative works of the Materials in Licensee's sole discretion. Unless otherwise specified on Exhibit A, the license includes the right to use, reproduce, display, perform, modify and prepare derivative works and otherwise practice and exploit the Materials in any manner and medium, whether now known or hereafter devised. Additionally, Licensee may use the Materials in whole or in part. Artist hereby waives and agrees never to assert any moral rights that Artist may have in the Materials against Licensee or anyone else. For the avoidance of doubt, the exclusivity under this Agreement applies even as to Artist, subject to Section 7 below.
2. **Licensed Term:** Please see Exhibit A.
3. **Territory:** Please see Exhibit A.
4. **Consideration:** As full and satisfactory compensation for this license of the Materials and the rights granted herein, Licensee shall pay Artist via talenthouse the amount as specified on Exhibit A within 90 days after announcement of the Selected Artists, signing of this Agreement and delivery of the Materials, subject to any deductions for withholding taxes and the like. All payments will be made in Euro via the platform talenthouse.com. Artist is responsible for payment of all taxes with respect to the compensation paid under this Agreement.
5. **Name and Likeness:** Artist also consents to Licensee's use of Artist's name, nickname, image, voice, caricature, endorsement, signature, initials, reputation, autograph, biographical data and/or likeness in connection with the exploitation, exhibition, distribution, advertising, publicity and promotion of the Materials in all media, whether now known or hereafter devised, throughout the universe, perpetually and without restriction. If expressly indicated on Exhibit A, Licensee 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 will constitute a breach of this Agreement.
6. **No Obligation to Use:** Nothing contained herein shall obligate Licensee to include all or any portion of the Materials. Any use is in Licensee's sole discretion.
7. **Copyright and Use of Licensee's Intellectual Property:** Artist expressly acknowledges and agrees that the Materials may be based on and inspired by and include Licensee's intellectual property. Artist acknowledges and agrees that Licensee's intellectual property and all elements thereof (including, without limitation, the title and title treatment (project title: Make a statement for freedom, letter design for an art installation), characters, themes, look and feel, designs, and logos associated with or related to Exhibit A, 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 or thereby (collectively, the "**Licensee Property**") are and will remain the sole and exclusive property of Licensee. Artist acknowledges and agrees that any use of the Materials by Artist is limited and will always be subject to, and restricted by, Licensee's underlying rights in the Licensee Property. Artist may display, distribute, make available, and/or reproduce the Materials containing the Licensee Property only for Artist's personal, private, nonpublic use only (including social media use), if and as specified on Exhibit A. In no event will Artist be entitled to receive or may obtain or seek a fee, license, royalty, revenue (including advertising revenue) or any other

payment or consideration of any kind in exchange for the Materials other than as expressly set forth in Section 4. Artist has not and will not acquire any rights, ownership or other interests of any kind whatsoever in the otherwise Property, including but not limited to the otherwise 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 work of authorship created and designed by solely the Artist, are capable of copyright protection throughout the universe, and, other than the Licensee rights referenced in Section 7 above, do not contain material that infringes, misappropriates or violates another's rights, including but not limited to, any rights of privacy, publicity, copyright, trademark or any other intellectual property rights;
 - b. The Materials have not been made commercially available, submitted to any contests or promotions, or won any prizes or awards other than the Talenthouse creative invite promotion;
 - c. Artist has obtained all consents, permissions, approvals, and any other clearances in the Materials necessary for Licensee to exercise the license hereunder and Licensee 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 and grant the rights and licenses granted hereby.
 - e. This Agreement does not conflict with, constitute a breach of, or in any way violate any contract, agreement arrangement, or understanding to which Artist is a party or by which Artist is bound.
9. **Indemnification:** Artist agrees to indemnify, defend and hold harmless Licensee, 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 Licensee's exploitation of the Materials 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 Licensee 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 direct damages (if any) in an action at law.
11. **Assignment:** Licensee shall have the right to transfer or assign its rights under 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 Licensee to which this Agreement relates, or into which Licensee is merged or consolidated.
12. **Confidentiality:** The terms of this Agreement are confidential to Licensee. Artist shall hold the Agreement in strict confidence and not disclose to anyone the terms hereof.
13. **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
14. **Unenforceability:** If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.
15. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with German law, without regard to its conflict of laws provisions. The exclusive place of Jurisdiction for any disputes arising out of this Agreement is Berlin, Germany.

16. **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto relating to the subject matter of this Agreement and supersedes all prior to contemporaneous agreements and understandings. 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 that identifies itself as an amendment to this Agreement.
17. **Counterpart Execution; Facsimile 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 facsimile signature, by email in portable document format (pdf), or similar electronic image-based format (collectively, "Facsimile") and such Facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or Facsimile executions or a combination, shall be construed together and shall constitute one and the same agreement.
18. **Further Assurances:** Artist agrees to perform all acts and sign all documents as requested by Licensee from time to time to enable Licensee to realize and enjoy the full benefits of this Agreement.

Agreed and Accepted:

"Artist":

Name: _____

Address: _____

Email/Phone: _____

Date: _____

Signature: _____

"Licensee":

Name: Berlin Partner für Wirtschaft und Technologie GmbH _____

By: Sarah Tietze-Kamya _____

Address: Fasanenstr. 85, 10623 Berlin _____

Email/Phone: sarah.tietze-kamya@berlin-partner.de / +49 30 46302-500 _____

Date: _____

Signature: _____

Exhibit A

Instructions: To be completed by the Licensee

Work of Authorship:	
Description of Talenthouse Creative Invite Promotion:	Create a monument for freedom Please see Creative Invite here: https://www.talenthouse.com/i/freiheit-berlin-en
Licensed Purpose:	Art installation in Berlin or other and usage for marketing purposes
License Limitation (if any):	exclusive, unlimited, global, sub-licensable, royalty-free, irrevocable, perpetual license Please see 1. Licensed Rights
Consideration:	1.000 Euro (one-off payment, see 4. Consideration)
Credit to be Given to Artist (artist name, etc., if any):	
Artist Permitted Use of Materials (if any):	For private use only