

## **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, **Primesight Ltd**, 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**: 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, display, and distribute, Exhibit A in the Licensee's sole discretion. License includes the right to use, reproduce, display, perform, modify and prepare derivative works and otherwise practice and exploit Exhibit A 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 the amount of specified on Exhibit A upon execution of this Agreement and delivery of the Materials, subject to any deductions for withholding taxes and the like. All payments will be made in dollars. Artists 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 intellectual property. Artist acknowledges and agrees that Licensee intellectual property and all elements thereof 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 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 Arbitration**: This Agreement shall be governed by and construed in accordance with English 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 the United Kingdom 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 United Kingdom judge with experience in the matters who shall follow English 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 the United Kingdom including an award of costs, fees and expenses incurred in enforcing the award.

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: \_\_\_\_\_

**"Licensee":**

Primesight Ltd

Contact: Mark Henson, Head of Business Development, Primesight

e-mail: [mark.henson@primesight.co.uk](mailto:mark.henson@primesight.co.uk)

telephone 020 7908 4300

Date: 26.5.16

### Exhibit A

Work of Authorship:	Finished artwork for a 48 sheet or 96 sheet
Description of Talenhouse Creative Invite Promotion:	Create artwork for Primesight and Future Dreams' Ultimate Canvas
Licensed Purpose:	Use of Artist's submitted poster design in promotional material in support of The Ultimate Canvas initiative.
Licensed Term:	1 year
Consideration:	1 selected artist will receive \$1,000 prize money for the winning submission.
Credit to be Given to Artist (if any):	Artist will be credited on promotional material
Artist Permitted Use of Materials (if any):	Artist may also use their design for their own promotional uses