

THIS ARTIST AGREEMENT (this “**Agreement**”) is entered into by and between Johnson & Johnson Limited, a company incorporated and registered in England under company number 2175750 (“**Client**”) and the Artist as of the latest date on the signature page (the “**Effective Date**”). Client and Artist are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Artist, as an independent contractor, has used the www.talenthouse.com platform (“**Platform**”) to perform certain creative services for and/or provide certain deliverables to Client, as more particularly described in the creative invite placed on the Platform (the “**Engagement**”); and

WHEREAS, Artist acknowledges and agrees that Client would not have accepted the services of Artist and the Artist would not have been selected for the Engagement but for Artist’s agreement to the terms of this Agreement;

NOW THEREFORE, in consideration of the agreement by Client to accept services from Artist and the compensation paid to Artist for the Engagement, Artist agrees as follows:

1. THE TERMS OF THIS AGREEMENT SHALL SURVIVE THE TERMINATION, FOR ANY REASON, THE ARTIST’S USE OF THE PLATFORM. THE ASSIGNMENTS, WARRANTIES, INDEMNIFICATIONS AND NONDISCLOSURE OBLIGATIONS PROVIDED BY ARTIST UNDER THIS AGREEMENT ARE MATERIAL CONDITIONS OF CLIENT’S AGREEMENT TO ACCEPT SERVICES FROM ARTIST AND ARTIST AGREES ARTIST MAY NOT RESCIND OR TERMINATE THEM FOR ANY REASON.

2. INTELLECTUAL PROPERTY RIGHTS.

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term “**Invention**” means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, works of authorship, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term “**Patents**” means any Inventions, whether patentable or not, improvements, ideas, or information made or conceived in connection with or during the performance of services hereunder. The term “**Intellectual Property Rights**” means all trade secrets, copyrights, trademarks, mask work rights, Patents, patent rights, moral rights and other intellectual property rights recognized by the laws of any country. The term “**Work Product**” means any and all work and work product developed by Artist as required to complete the Engagement including, but not limited to (a) all works of authorship, inventions, ideas, and other material(s) created or developed by or on behalf of Artist, whether solely or jointly with other(s), in the course of performing the Engagement or otherwise in connection with this Agreement, whether before, on, or after the Effective Date; (b) all deliverables; and (c) any other material(s) that are delivered or required to be delivered by Artist to Client hereunder, including all embodiments of Work Product (e.g., prints, negatives, slides, hard copies, and computer files).

2.2 Background Technology. As used in this Agreement, the term “**Background Technology**” means all Inventions developed by Artist other than in the course of providing services hereunder and all Inventions acquired or licensed by Artist that Artist uses in performing services under this Agreement or incorporates into Work Product. Artist will disclose any Background Technology that Artist proposes to use or incorporate. If Artist discloses no Background Technology, Artist warrants that it will not use Background Technology or incorporate it into Work Product. Notwithstanding the foregoing, unless otherwise agreed to by Client in writing. Artist agrees that it will not incorporate into Work Product or otherwise deliver to the Client any software code licensed under the GNU GPL or LGPL or any other license that by its terms requires, or conditions the use or distribution of such code on, the disclosure, licensing, or distribution of the Work Product or any source code owned or licensed by the Client.

2.3 License to Background Technology. Artist hereby automatically upon receipt of payment of undisputed amounts, grants to the Client a non-exclusive, perpetual, fully-paid and royalty-

free, irrevocable and world-wide right, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in the Background Technology incorporated or used in Work Product.

2.4 Ownership and Assignment of Work Product. Artist agrees that upon receipt of payment of undisputed amounts, the Artist hereby irrevocably and perpetually assigns, transfers, and conveys on a worldwide basis to Client without further consideration all of Artist's right, title, and interest in, to, and under the Work Product created through the date of payment, including all patent, copyright, trademark, trade secret, and other Intellectual Property Rights and other rights in the Work Product and all rights to causes of action and remedies related to any of the foregoing, effective immediately upon the inception, conception, creation, fixation, development, or reduction to practice thereof and further including all rights, including neighboring rights, to reproduce the copyrighted work in copies or phone records, to prepare derivative works based on the copyrighted work, to transmit and otherwise distribute copies of the copyrighted work, to perform the copyrighted work publicly, to display the copyrighted work publicly, and to otherwise use and exploit the work in any format or media now known or yet to be developed. Artist acknowledges that Client and its assigns will have the right to obtain and hold in their own name(s) any intellectual property and other rights in, to, and under the Work Product. Artist irrevocably waives any rights of inspection or approval of the uses of any Work Product or any portion thereof. Artist hereby waives unconditionally and irrevocably for the benefit of the Client and its successors and assigns any and all "moral rights" or similar rights in or to any Work Product 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 Product that Artist may have under any applicable law. Artist agrees to, at the request of the Client and without any right to further consideration, sign all lawful papers, make all rightful oaths and execute all divisional, continuing, continuation-in-part or reissue applications, all assignments, all registration applications and all other instruments or papers, to carry into full force and effect, the assignment hereby made or intended to be made and generally do everything necessary for title to the Work Product, and all Intellectual Property Rights therein, to be clearly and exclusively owned and held by the Client. Artist hereby waives and quitclaims to Client any and all claims, of any nature whatsoever, that Artist now or may hereafter have for infringement of or related to any Work Product assigned and/or licensed hereunder to Client. Client solely owns all right, title and interest in all materials and content made available by Client to Artist hereunder, including materials provided to enable Artist to create the Work Product 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 Client.

2.5 License to or Waiver of Other Rights. To the extent, if any, that Artist has any right to the Work Product that cannot be assigned by Artist, or that Artist retains any right, title or interest in and to any Work Product, Artist hereby unconditionally and irrevocably grants to the Client during the term of such rights, an exclusive, even as to Artist, irrevocable, perpetual, worldwide, transferrable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, 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 (including object and source code form), 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. If Artist has any rights to the Work Product 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 Client and/or related to Client's customers, and/or Client's respective designees, with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights.

2.6 Assistance. Artist agrees to assist the Client in every way, both during and after the term of this Agreement, to obtain and enforce United States, Canadian and foreign Intellectual Property Rights relating to Work Product in all countries.

2.7 Johnson & Johnson IPR. The Parties acknowledge and agree that:

(a) Client is the owner or licensed user of the Intellectual Property Rights in all Inventions provided by Client to the Artist to perform the Engagement (“**Johnson & Johnson IPR**”), and that except as expressly specified in this Agreement, nothing in this Agreement or otherwise will confer on the Artist any right, title or interest in Johnson & Johnson IPR;

(b) Nothing in this Agreement or otherwise will confer on any Artist any right, title or interest in the Work Product; and

(c) Documents, data and other materials belonging to Client, and all media of any nature containing information and data belonging to Client (collectively, “**Johnson & Johnson Property**”) will be owned by and remain within the ownership of Client and nothing in this agreement or otherwise will confer on the parties any right, title or interest in Johnson & Johnson Property.

2.8 License to Johnson & Johnson IPR. Subject to Client obtaining all necessary consents from third party licensors, Client hereby grants to the parties, a non-exclusive, non-transferable, royalty-free license for the length of the Engagement to use Johnson & Johnson IPR and the Work Product strictly for the purposes of and to the extent necessary to perform the Engagement.

2.9 Third Party IPR. The Artist shall not incorporate into the Work Product any third party Invention or other third party Intellectual Property Rights without the prior written consent of Client, and the Parties acknowledge that such consent shall only be given where (a) the Artist has the ability to license or sublicense the use of the third party Invention or Intellectual Property Rights to Client; (b) Client has approved the terms of such license or sublicense; and (c) Client has the benefit of such license or sublicense in perpetuity. To the extent that the Engagement includes any third party licenses, the Artist shall provide to Client such information on the rights acquired in respect of each third party license in a schedule or such other format as Client may reasonably request prior to commencement of any work, and the Artist warrants that any usage rights information provided to Client shall be accurate and complete.

2.10 No Further Payments. The Parties acknowledge that no further remuneration or compensation other than that provided for by the agreement between Artist and Client is or may become due to either party in respect of the performance of its obligations under this section 2 Intellectual Property Rights. For the avoidance of doubt, in the event that Client wishes to use any Work Product globally or in any country not specified in a creative invite on the Platform, Client shall be entitled to do so without any further remuneration or compensation to the Artist.

2.11 Johnson & Johnson Marks. Client grants to the Artist a non-exclusive, nontransferable, fully revocable license to use the trademarks, trade names, service marks, slogans, designs, labels, logos and other source-identifying symbols provided by Client to the Artist (the “**Marks**”) on the Platform during the term of the Agreement (a) for the purposes required by this Agreement, (b) only in accordance with Client’s trademark usage guidelines provided to the Artist, (c) only in a manner which preserves the rights of Client, and (d) only in materials approved in advance by Client. All rights in and to and ownership of all Marks are vested in Client absolutely. All uses of the Marks will inure to the benefit of Client. The Artist has no right, title or interest in the Marks aside from this license. Upon termination or expiration of this Agreement, or notice from Client, the license to the Marks will automatically expire and the Artist will immediately cease using the Marks.

2.12 Unauthorised Use of IPR. The Artist shall notify Client promptly on becoming aware of:

(a) any unauthorised use by any third party of any Johnson & Johnson IPR or Work Product (the “**Materials**”); or

(b) any actual or threatened claim against Client by any third party in connection with the Materials in each case giving full details of that unauthorised use and/or claim.

2.13 Control of Litigation. Client shall have sole and complete control of any litigation or other proceedings arising out of any unauthorised use of the Materials or any third party claim against it in respect of the Materials. The Artist shall, and shall procure that its subcontractors shall, provide Client with all assistance as may be reasonably required by Client to prosecute, defend or settle any such claim. The Artist shall not take any action which might be reasonably anticipated to compromise any such claim. The Artist shall not have any right to initiate any proceedings without Client's written consent.

2.14 Remedies. The Parties agree that a breach of any of the provisions of this section 2 Intellectual Property Rights could have a material and adverse effect upon the other Party and/or Client, damages arising from such breach may be difficult to ascertain and, without limiting any other right or remedy, equitable relief, including injunctions and specific performance, shall be available without bond or other requirement.

3. PAYMENT. Client will pay to the Artist the fees, upon completion of the Engagement, as set out in the creative invite on the Platform. Payment will be processed by a representative from the Platform as the Client's payment agent.

4. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Artist agrees that during the term of this Agreement and thereafter, except as expressly authorised in writing by the Client, Artist (a) will not use or permit the use of Client Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Client Confidential Information to any third party without first obtaining Client's express written consent on a case-by-case basis; (c) will limit access to Client Confidential Information to Artist personnel who need to know such information in connection with their work for Client; and (d) will not remove any tangible embodiment of any Client Confidential Information from Client's premises without Client's prior written consent. "**Client Confidential Information**" means and includes, but is not limited to, all Work Product and all information related to Client's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other Artists; (iv) the existence of any business discussions, negotiations, or agreements between Client and any third party; and (v) all such information related to any third party that is disclosed to Client or to Artist during the course of Client's business. Notwithstanding the foregoing, it is understood that Artist is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement.

5. PERSONAL DATA PRIVACY. Artist acknowledges and agrees that:

(a) personal data shared with the Client, or through the Platform, will be processed by the Client.

(b) personal information may be stored and processed in any country where the Client has 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.

6. ARTIST REPRESENTATIONS AND WARRANTIES. Artist hereby represents and warrants to Client that:

(a) Artist possesses and maintains all special license(s) or registration(s) necessary to provide the Work Product or services requested by Client and will maintain them during the term of this Agreement;

- (b) Artist will perform the services, using all due skill, care and diligence, necessary to complete the Engagement in a timely and professional manner, consistent with industry standards, and in accordance with the creative invite on the Platform;
- (c) the Work Product will be an original work of Artist and any third parties will have executed assignments of rights prior to being allowed to participate in the development of the Work Product;
- (d) the Work Product will fully conform to all Client requirements provided to Artist, including but not limited to the Client's brand guidelines and policies;
- (e) the Work Product will be free from material errors, faults and defects of any kind;
- (f) the Work Product will not contain any virus, Trojan horse, malicious code, trap door or other software code designed to harm Client systems, servers, computers or websites;
- (g) neither the Work Product nor any element thereof will infringe or misappropriate the Intellectual Property Rights of any third party;
- (h) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances;
- (i) Artist will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to third parties;
- (j) Artist has full right and power to enter into and perform this Agreement without the consent of any third party;
- (k) Artist has an unqualified right to grant the license to all Background Technology as set forth in the section titled "License to Background Technology";
- (l) Artist will comply with all laws and regulations applicable to Artist's obligations under this Agreement;
- (m) Artist will not enter into a contract or accept an obligation that would preclude Artist from performing Artist's obligations under this Agreement, and Artist warrants that there is no such contract or obligation in effect as of the date of this Agreement;
- (n) Artist shall not do anything, which is detrimental to:
 - i. Client's rights in or to the Work Product or the Client's documents, data and other materials belonging to the Client, and all media of any nature containing information and data belonging to the Client; or
 - ii. The reputation, image, value or goodwill of the Client, its brands, its associated companies, and/or its trade marks.
- (o) Artist received this Agreement and had the opportunity to review it with legal counsel before entering into it to perform services for and/or provide deliverables to the Client.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Artist agrees that Artist is an independent contractor and is not an employee of the Client. Nothing in this Agreement creates or should be construed to create a partnership, joint venture, or employer-employee relationship between Client and Artist. Artist (a) is not the agent of Client; (b) is not authorised to make any representation, contract, or commitment on behalf of Client; and (c) will not receive and is not entitled to any compensation or benefits of any kind from Client.

8. INDEMNIFICATION. Artist will defend, indemnify, and hold harmless Client, its employees, officers, directors and affiliates, against any damage, cost, loss or expense arising from a claim, suit, proceeding, investigation, government inquiry or other action brought against Client (i) alleging that any Work Product that Artist delivers to Client infringes upon any intellectual property rights; (ii) alleging that any Work Product that Artist delivers pursuant to this Agreement or the Engagement misappropriates any trade secrets of any third party; (iii) arising from Artist's breach of any representation or warranty; or (iv) arising from Artist's breach of any other terms of this Agreement.

9. GENERAL PROVISIONS.

9.1 Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of England and Wales, and subject to the exclusive jurisdiction of the English courts. If the Artist is located in the U.S., the governing law and dispute resolutions procedures shall be as agreed in writing between the parties.

9.2 Severability. 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.

9.3 No Assignment. This Agreement, and the Party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either Party without the other's prior written consent, such consent shall not to be unreasonably withheld, delayed or conditioned by the Client, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon assignees.

8.4 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. All notices shall be deemed to have been given upon receipt.

Notices to the Client shall be sent to:

Cilag GMBH International
Gubelstrasse 34
6300 Zug
Switzerland
Attn: Legal Director

Notices to the Artist shall be sent to the Artist at the address provided by the Artist during the screening process at the time of such notice(s), or at such other address as may be provided by the Artist to Client in writing at the address above.

9.5 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 Client for which monetary damages would not be an adequate remedy and, therefore, will entitle Client 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.

9.6 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.

9.7 Export. Artist agrees not to export, directly or indirectly, any U.S. technical data acquired from the Client, or any products utilising such data, to countries outside the United States, because such export could be in violation of the United States export laws or regulations.

9.8 Execution and Delivery; Binding Effect. The Parties will evidence execution and delivery of this Agreement with the intention of becoming legally bound hereby, by affixing their respective signatures in the appropriate space below. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile or scanned signature shall be deemed valid.

9.9 Anti-Corruption Laws. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively “Anti-Corruption Laws”) that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

9.10. Tax Certificate. Upon reasonable request by Client, Artist shall provide Client, as applicable, with any form reasonably requested by Client and required by a relevant taxing authority in order to certify that Artist is not subject to income tax withholding on any payment of fees related to the Engagement.

9.11 Limitation of Liability. NO PARTY TO THIS AGREEMENT SHALL BE RESPONSIBLE FOR PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY, ANY ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY AND ANY PREJUDGMENT INTEREST WITH RESPECT TO ANY DISPUTE BETWEEN THE PARTIES.

9.12 Publicity. Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party or the other party's affiliates without the prior written consent of such party. For the avoidance of doubt, the Artist is not permitted to include the Work Product in their portfolio and may only include “Johnson & Johnson [Limited]” in a client list.

9.13 Subcontractors. Artist shall be responsible for ensuring that any subcontractors 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.

9.14 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Artist and Client.

Accepted and Agreed:

Signed by)
for and on behalf of)
Client)

.....
Director/Duly Authorised Signatory

Signed by)
for and on behalf of)
Artist)

.....