

## ARTIST COMMISSION AGREEMENT

This Artist Commission Agreement (the "Agreement") is entered into and made effective as of January 28, 2019 (the "Effective Date"), by and between:

Talenthouse Inc., with an office located at 306 North Robertson Boulevard, West Hollywood, LA, 90048 ("Talenthouse") and

\_\_\_\_\_[ARTIST'S FULL LEGAL NAME], with an address at  
\_\_\_\_\_[ARTIST ADDRESS] of legal age and  
citizen of \_\_\_\_\_ [CITIZENSHIP] ("Artist").

### WHEREAS:

1. Talenthouse's client, Paramount Pictures Corporation ("Paramount" or "Client") has a need for unique artwork (the "Artwork") as further described at <https://www.talenthouse.com/i/create-artwork-for-pet-sematary-paramount-pictures>;
2. Talenthouse desires to engage the Artist to provide artwork ("Services") based on the requirements of the Client for this project ("Black Book Project");
3. Artist has the expertise, capacity and an interest in performing such Services for Talenthouse and its Client; and
4. Talenthouse and Artist wish to set forth the terms and conditions ("Terms and Conditions") upon which such Services will be provided to Talenthouse and its Client.

For the purposes of this Agreement, Talenthouse and the Artist shall be individually referred to as "Party" and collectively as "Parties".

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

1. Description of Services. Talenthouse hereby retains Artist as an independent contractor for providing the following Services within the timeframe as listed below:

Artist will create, design and deliver no less than one (1) piece of an original artwork inspired by the motion picture *Pet Sematary* (the "Picture") in a style and format to be mutually agreed between Artist and Talenthouse (the "Artwork"). Artist will be provided the trailer and assets (the "Material"). The Artwork is for Paramount's usage and exploitation, in their discretion, in any and all media, for all forms of promotional and commercial purposes usages, including without limitation in advertisements, promotions and merchandising, worldwide in perpetuity. For clarity, Paramount is under no obligation to use the Artwork.

The timeline of this Black Book Project is as described at <https://www.talenthouse.com/i/create-artwork-for-pet-sematary-paramount-pictures>. Talenthouse and Client reserve the right to amend the timeline.

Artist may be asked for two rounds of edits.

Artist covenants to Talenthouse that the Artist shall complete and deliver the Services in accordance with the Terms and Conditions of this Agreement and to the satisfaction of the Client.

2. Compensation. In consideration of the Services provided and the rights granted to Client in connection therewith and upon satisfactory completion and Client's acceptance of the Services, Talenthouse shall pay the Artist a one-time fee of USD 2,000 (two-thousand US-dollars) (the "Fee") within 90 days after delivery and acceptance of the final Artwork.

The Artist agrees and acknowledges that the Fee constitutes adequate and sufficient compensation for the provision of the Services 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 Services 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 Talenhouse and/or Client in accordance with the terms of this Agreement.

Artist will be responsible of paying any state or federal taxes, charges or fees, associated with the Services rendered under the Agreement, including income tax and Social Security.

3. Artist Responsibilities / Warranties. In pursuance of the objectives set out in the recitals to this Agreement, Artist agrees and warrants during the Term:
- a) to seek input from Talenhouse with regards to the nature and scope of the Services;
  - b) to advise Talenhouse in relation to all matters arising in the course of delivery of the Services under this Agreement;
  - c) to co-operate and comply with all instructions received from Talenhouse in relation to the Services and execute and deliver the Services in accordance with this Agreement in the timeframe as stipulated by Talenhouse;
  - d) to be solely responsible for effective and efficient management of the Services in accordance with the Client's guidelines and expectations;
  - e) to perform Artist's obligations and duties under this Agreement to the best of current industry standards and in a professional and workmanlike manner utilizing the highest standards of all due care, diligence, skill, expertise and experience normally, including, but not limited to, compliance with all relevant and applicable rules, regulations, codes of practice and laws relating in any way to the Services;
  - f) to devote the necessary time and attention to providing the Services;
  - g) to ensure that Artist has full right and power to enter into and perform this Agreement and the performance of Services does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Artist is bound, violate any third party rights or any applicable law or regulation relating to the Services;
  - h) to be solely responsible for having all necessary permits and being authorized to do business in all jurisdictions where Services are to be performed;
  - i) to maintain adequate insurance coverage and minimum coverage limits for Artist's business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Artist in its reasonable discretion. Artist's lack of insurance coverage shall not limit any liability Artist may have under this Agreement; and
  - j) to respect and protect the exclusivity and integrity of the Assignment in all respects and not to use the Artwork or any product created pursuant to the provision of the Services or exercise any rights in the Artwork or to license a third party to use the Artwork or exercise any rights in the Artwork, in any manner or on any medium, without the prior written consent of the Client;
  - k) to ensure that the provision of the Services complies with the below requirements:

The submitted Artwork:

- a) must be Artist's own original work, created solely by Artist;
- b) must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
- c) must not have previously won any award;
- d) must not contain or depict illicit drugs, hard liquor or alcohol of any kind, tobacco or individuals smoking or otherwise under the influence of drugs or alcohol;
- e) must not violate or infringe any third party's rights, including without limitation, intellectual property rights and/or rights of privacy and/or publicity except for the Client's IP provided solely for use in this Black Book Project only;
- f) must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, gender identity, religion, nationality, disability, sexual orientation or age;
- g) must not contain any indecent or unsafe behavior or situations, profanities or obscenities, including without limitation, nudity, pornography or content that is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;

- h) must not reference persons or organizations without such persons' or organizations' written authorization;
- i) must not disparage any persons or organizations;
- j) must not include threats to any person, place, business or group;
- k) must not contain any virus, Trojan horse, malicious code, trap door or other software code designed to harm Talenthouse's or Client's systems, servers, computers or websites;
- l) must not be unlawful and/or in violation of or contrary to any applicable federal, provincial, state and/or local laws, rules and/or regulations;
- m) must not otherwise violate this Agreement; and
- n) must not otherwise be inappropriate, objectionable or unsuitable for the uses contemplated in this Agreement, including without limitation, use by Client and/or its Affiliates as described in the Work For Hire Agreement.

4. Inspection and Acceptance. If any of the Services performed do not conform to specified requirements, Talenthouse may require the Artist to perform the Services again or replace or repair the non-conforming Services in order to bring them into full conformity with the requirements, at Artist's sole cost and expense. When the defects in Services cannot be corrected by re-performance, Talenthouse may (i) require Artist to take necessary action, at Artist's own cost and expense, to ensure that future performance conforms to the requirements and/or (ii) reduce any price payable under the applicable Black Book Project to reflect the reduced value of the Services performed by Artist and accepted by Talenthouse.

If Artist fails to promptly conform the Services to defined requirements or specifications, or take action deemed by Talenthouse to be sufficient to ensure future performance of the Black Book Project in full conformity with such requirements, Talenthouse may (i) by contract or otherwise, perform the services or subcontract to another Artist to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Artist and/or (ii) terminate the Black Book Project and/or this Agreement for default.

5. Grant of Rights. Artist acknowledges and agrees that all of the results and proceeds of Artist's Services (the "Artwork") heretofore rendered by and hereafter to be rendered by Artist for, to or on behalf of Client, are and shall be deemed "works made-for-hire" for Client or, in the event and to the extent that the Artwork is not determined to constitute "work made for hire", Artist irrevocably assigns and transfers all right, title and interest in and to such Artwork, including without limitation, all patents and copyrights, to Client as further described in the Work For Hire Agreement.

Artist acknowledges and agrees that as between the Client and Artist, the intellectual property rights and other proprietary rights in and to the Client Intellectual Property (defined below) are exclusively owned by the Client, its licensor(s) and/or designee(s). Artist will not acquire or assert any proprietary rights to or interest in the provided Material, the graphic representation or likeness of characters, the title, scenes, related artwork and designs from the Material and the words, names, designs, logos, brands, symbols, devices, trademarks, trade dress, and any combinations thereof that are licensed pursuant to this Agreement and provided to Artist by or on behalf of the Client in Client's sole discretion (the "Client Intellectual Property"). Artist is granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Client Intellectual Property, worldwide, solely to perform Artist's Services for the Black Book Project pursuant to this Agreement.

6. Representations / Indemnification. Artist hereby represents and warrants that, except to the extent that the Artwork is based on materials owned by Client, Artist's work is original and has not been copied or derived from any other source and that Artist has the full and unconditional right to grant the rights set forth herein. Artist also represents and warrants that the Artwork shall not violate or infringe any intellectual property rights or any other third party rights, including, without limitation, copyright, patent, trademark, or rights of publicity. Artist further represents and warrants that Artist has complied with all of the terms and conditions of the Work For Hire Agreement. Artist shall defend,

indemnify and hold Talenhouse, Client, 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 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 agreements set forth herein.

7. Publicity. Artist shall not originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, relating to this Agreement, or to the existence of an arrangement between the Parties and Client without the prior written approval of Talenhouse.

Without limiting the foregoing, the final Artwork can be used for portfolio purposes and exhibitions of personal work only after the U.S. theatrical release date of the Picture (subject to the express prior written permission (which may be withheld at Paramount's sole discretion) of a Paramount designee).

8. Term and Termination. This Agreement shall be valid from the Effective Date till the later of twenty (20) working days from the date of delivery of the Services and shall continue for the said period unless terminated in accordance with the Agreement ("Term").

Rights to Terminate:

- a) Talenhouse may terminate this Agreement for its convenience, without liability at any time, upon prior written notice to Artist.
- b) Talenhouse may terminate this Agreement and/or any open projects immediately for cause if the Artist fails to perform any of its obligations under this Agreement or if Artist breaches any of the warranties provided herein and fails to correct such failure or breach to Talenhouse's reasonable satisfaction within five (5) calendar days (unless extended by Talenhouse) following notice by Talenhouse. Talenhouse shall be entitled to seek and obtain all remedies available to it in law or in equity.

Upon termination of any project or Services given Artist hereunder, Artist will immediately provide Talenhouse with any and all work in progress or completed prior to the termination date. As Talenhouse's sole obligation to Artist resulting from such termination, Talenhouse will pay Artist an equitable amount as determined by Talenhouse for the partially completed work in progress and the agreed to price for the completed Services provided and accepted prior to the date of termination. Upon termination or expiration of this Agreement or Services performed by Artist hereunder, whichever occurs first, Artist shall promptly return to Talenhouse all materials and or tools provided by Talenhouse or its Client under this Agreement and all confidential information provided by Talenhouse or its Client to Artist. Any provision or clause in this Agreement that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement.

Sections 3, 5-8, 11-15, 17-20 of this Agreement shall survive the termination or expiration of this Agreement indefinitely.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES NOR FOR LOSS OF DATA, PROFITS OR REVENUE, COST OF CAPITAL OR DOWNTIME COSTS, NOR FOR ANY EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM ANY CLAIM OR ACTION, INCIDENTAL OR COLLATERAL TO, OR DIRECTLY OR INDIRECTLY RELATED TO OR IN ANY WAY CONNECTED WITH, THE SUBJECT MATTER OF THE AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STATUTE, IMPLIED DUTIES OR OBLIGATIONS, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, ANY PURPORTED LIMITATION OR WAIVER OF LIABILITY SHALL NOT APPLY TO ARTIST'S OBLIGATION UNDER THE INDEMNIFICATION OR CONFIDENTIAL INFORMATION SECTIONS OF THIS AGREEMENT OR EITHER PARTY'S LIABILITY

TO THE OTHER FOR PERSONAL INJURY, DEATH OR PHYSICAL DAMAGE TO PROPERTY CLAIMS.

10. Confidentiality. Except to the extent necessary for the implementation of this Agreement, no Party shall use or disclose any confidential information obtained in connection with or pursuant to this Agreement. For the purposes hereof, "confidential information" shall include (but not be limited to) the terms of this Agreement, any information relating to the Artwork, any other information or data communicated to Artist pursuant to this Agreement, any information the Artist has access to pursuant to this Agreement and any information marked as "confidential".
11. Personal Data Privacy. Artist acknowledges and agrees that:
  - a) personal data shared with the Client, or through the Platform, will be processed by Talenhouse and the Client;
  - b) personal information may be stored and processed in any country where Talenhouse and the Client 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.
  - c) The Parties acknowledge that each of them is responsible for a file containing personal data where they include the data of the signatories of this Agreement in order to follow up the creation, application, update and fulfillment of this Agreement.
  - d) The data subjects may exercise their right to access, rectify, cancel or denial as well as data portability and opposition by addressing a written notice to the address in the heading of this Agreement including in such request the pertinent official ID document. Likewise, if the data subjects considered that the data processing is not compliant with the applicable law that may lodge a complaint before the relevant Data Protection authority.
  - e) Further, the Parties acknowledge that such information will be maintained for as long as the contractual relationship is active. In the event that there is any modification of the data of the signatories or there is any mistaken data, the Parties will communicate it in order to amend it and keep the data up to date in accordance with the applicable Law.
12. 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 Talenhouse, 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.
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 Talenhouse and its Client for which monetary damages would not be an adequate remedy and, therefore, will entitle Talenhouse and/or 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.
16. Force Majeure. Neither Party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both

Artist and Talenhouse. If the delay remains in effect for a period in excess of ten days, Talenhouse may terminate this Agreement immediately upon written notice to Artist.

17. 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.
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. All notices shall be deemed to have been given upon receipt.

Notices to Talenhouse shall be sent to: Tommy Monks 306 North Robertson Boulevard, West Hollywood, LA, 90048 (tommy@talenhouse.com)

19. Governing Law. The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Agreement shall be governed by, controlled, interpreted, and defined construed and enforced under the law of the State of California, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction. Each Party, by executing this Agreement, hereby irrevocably consents and submits to the exclusive jurisdiction of the courts of any California court in Los Angeles County in respect of any suit, action or proceeding arising out of or in any way relating to this Agreement.
20. Entire Agreement. This Agreement, the Work for Hire Agreement, signed \_\_\_\_\_ [Enter date the Work for Hire Agreement has been signed], contain 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 Talenhouse.

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.

AGREED AND ACCEPTED:

TALENHOUSE INC.:

ARTIST:

\_\_\_\_\_  
Name: Jade Handley  
Title: Brand Partnerships Director West Coast  
Date:

\_\_\_\_\_  
Full Legal Name:  
Title:  
Date: