

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, Henkell & Co. Sektkellerei KG and its affiliated or related entities (in particular but not limited to Gorbatschow Wodka KG), 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 Talenhouse website as further described on Exhibit A.

1. **Licensed Rights:** For good and valuable consideration which Artist hereby acknowledges, Artist hereby grants to Licensee an exclusive license to the Materials. Artist grants to Licensee the right to use, reproduce, 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, 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 the amount 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 EURO. 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’s intellectual property. Artist acknowledges and agrees that Licensee’s intellectual property and all elements thereof (including, without limitation, the term “Wodka Gorbatschow”, the “Wodka Gorbatschow”-logo and the “Wodka Gorbatschow-bottle design), 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 Talenhouse 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 (including, without limitation, Gorbatschow Wodka KG), 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, affiliated or related entities 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. **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 Licensee 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 Licensee 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.

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”:

By: _____

Its _____

Date: _____

Exhibit A

Work of Authorship:	Limited Edition bottle design for Wodka Gorbatschow
Description of Talenthouse Creative Invite Promotion:	https://www.talenthouse.com/i/design-the-coolest-limited-edition-bottle-for-wodka-gorbatschow
License Limitation (if any):	No
Licensed Term:	2 years
Licensed Territory:	worldwide
Consideration:	EUR 1,500
Credit to be Given to Artist (if any):	No
Artist Permitted Use of Materials (if any):	For artist's own portfolio purposes with credit given to Wodka Gorbatschow as the source