

Release and License Agreement

This Release and License Agreement (the "Agreement") is made by and between Emergent Seed LLC ("Emergent Seed" or "ES") a Delaware limited liability company and the individual identified in the signature block below ("Applicant") (collectively, the "Parties"). This Agreement is integrally tied to the application submitted by Applicant through the ES Website (emergent-seed.org) (the "Application"), and should be read in conjunction with the ES Website and Application. The Effective Date of this Agreement is the date the Application is submitted by Applicant to ES. All Applications are date and time stamped, and Applicant will ultimately be informed via their email account (as provided by Applicant in their Application), and after the winners for each round are announced, whether Applicant was reviewed that round and the outcome.

All communications specifically regarding this Agreement from Applicant to ES must be done via email using legal@emergent-seed.org. ES will send any communications specific to this Agreement to Applicant via the email address Applicant provides at the beginning of the Application.

All general inquiries by Applicants not related specifically to this Agreement should be directed to hello@emergent-seed.org.

WHEREAS, Applicant has submitted an Application to Emergent Seed for evaluation; and

WHEREAS, the Application contains an original video (the "Video," collectively with its content, performance, underlying work, any associated text, descriptions, etc., the "Material").

NOW THEREFORE, in consideration of the submission of the Application and ES's evaluation of the Application and the Material for the potential of making a grant to the Applicant, the potential for the Material to be used in an internet or other broadcast, used in virtual or real events, or used by ES for any other purpose, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Applicant, the Parties agree as follows:

- 1) Applicant's Originality and Ownership of Material. Applicant hereby covenants, represents and warrants that:
 - (a) The Material is original and created by the Applicant and is either (i) solely authored by Applicant, or (ii) if not solely authored by Applicant is primarily authored by Applicant, and in either case the Material and any rights to it are majority owned and controlled by Applicant;
 - (b) The Material is not under any kind of agreement, arrangement, contract, label, venue, etc for commercial use, distribution, fundraising, etc.
 - (c) The Material has not been published, produced, nor is it available on any forum, website, social media, etc;
 - (d) This license grant to ES and ES's use of the Material will not infringe upon any proprietary, contractual or intellectual property rights of any third party, including but not limited to any third party artists, authors, composers, creators, performers, etc or any of Applicant's co-writers, performers, participants, crew, etc;
 - (e) The license granted to ES by Applicant under this Agreement shall remain valid and

in full effect according to the terms and duration described in this Agreement, and will not now or in the future be hindered or prohibited by any other action of the Applicant, agreement, license, assignment or transfer of the Material, or any part thereof; This means, among other things, that the Material can NOT be submitted simultaneously (or at any time during ES's review period) to, or be available for, any other party, entity, contest, publication, etc. See below for the circumstances under which this restriction will be lifted.

- (f) Applicant has secured the requisite consent from any third parties appearing in the Video, such as other performers, or anyone otherwise participating in any way with the production of the Materials, such as camera operators, crew members, etc.
 - (g) No one under 18 years of age appears in the Video, or was in any way involved in the creation of the Video or any part of the Materials, or involved in any way with this Agreement.
 - (h) The Material, and particularly the content in the Video, does not display or infringe on any Trademarks or Copyrights of any other party, company, brand, logo, image, product, service, etc. The Material, and particularly the content of the Video does not try to advertise or in any way promote any product, service, brand, etc even in the background or any unobtrusive way;
 - (i) In summary, Applicant is warranting that ES is not restricted or compromised in any way from using the Material for any purposes set forth in this Agreement;
- 2) Applicant Retains Ownership. This Agreement does not transfer ownership of the Material to ES, but is a license Agreement to ES according to the terms set forth herein.
- 3) Grant of Rights to Emergent Seed.

A) General Use by ES of Material

Emergent Seed is hoping to be able to help creatives in various ways, not just through the selection of potential winners of grants, but also by helping those creatives selected by giving their work (Material) exposure to various audiences and building community. Emergent Seed is brand new, and still figuring out how it can do these things. Emergent Seed plans to use its efforts to organize, host, or promote various events both virtual (and in person when the situation permits), to provide "broadcasts" via the internet (or other means), and to try to be creative in providing virtual and real venues and methods of giving exposure to selected creatives work (Material). All applicants are giving Emergent Seed through this Paragraph 3A the right to use any Material submitted by Applicants for any general ES purposes, including but not limited to, announcing the winners and selectees via "broadcasts" or any other means (including using any or all of the Material submitted in such "broadcasts"), promotion or advertising of ES's efforts, website, use on social media sites, etc and any for attracting donations generally to Emergent Seed whenever a donation is not directly tied to the explicit use of Applicants Material for such fundraising purposes. **This General Use paragraph gives ES a Non-exclusive, perpetual irrevocable, royalty-free license to use any Material for such general purposes.**

B) Specific Use for Specific Fundraising Events by ES

Emergent Seed also hopes to be able to organize, present, and/or host various kinds of “broadcasts” (via the Internet or otherwise), webinars, as well as both virtual and in-person events (when people are allowed to gather together in person again), etc (any and all hereafter referred to as an “Event”). Some of these Events will be free for audiences and viewers, but for some of these Events ES plans to try to use Materials explicitly for fundraising for ES and ES’s efforts, hopefully as one method for ES to raise funds and survive as an ongoing entity so it can continue its efforts of providing more creatives with grants and the opportunity for exposure of their original work.

For any such Event that is specifically a Fundraising Event for ES, if ES uses Applicant’s Material specifically during that Event and specifically for Fundraising, then under these specific circumstances ES will create a Royalty Pool arrangement for such Event according to the terms set forth below in Paragraphs 3Bi and 3Bii below, depending on which, if either, applies.

Applicant hereby grants to Emergent Seed the right to use the Material for such specific Fundraising Events under one of two sets of terms, as follows:

i. The parties agree that if Applicant’s Material is selected by ES as a winner for a \$500 grant, ES will also provide Applicant a pro rata share of a 20% (Twenty percent) Royalty pool arrangement (such Royalty pool arrangement is further defined below in Paragraph 3D) in the event that ES uses Applicant’s Material in any event explicitly for fundraising that yields ES Net Proceeds. The Royalty agreement in this paragraph will be for a period of ten (10) years following the Effective Date of this Agreement, during which ES has a ten (10) year exclusive license to the Material over the same time period. (The additional details of this ES license and the definition of Net Proceeds is contained in Paragraph 3C and 3D below). After this ten (10) year period, if the Parties do not otherwise mutually agree, the ES license will convert to the same Non-exclusive terms as set forth in the following Paragraph 3Bii below.

ii. The parties agree that if Applicant’s material is not selected by ES for a \$500 grant, ES will only have a Non-exclusive right to the Material but will still provide Applicant a pro rata share of a 10% (Ten percent) Royalty pool arrangement (such Royalty arrangement is defined below in Paragraph 3C) in the event that ES uses Applicant’s Material in any event for fundraising that yields ES Net Proceeds. The Royalty agreement in this paragraph will be for the period of fifteen years following the Effective Date of this Agreement, during which ES will have a fifteen year Non-exclusive license to the Material over the same time period. (The additional details of this ES license and the definition of Net Proceeds is contained in Paragraphs 3C and 3D below)

C) Scope of ES Licenses. For each of the above, whether exclusive or non-exclusive, ES’s license for the Material includes, but is not limited to, use of the Material in broadcasts (via Internet, or otherwise), webinars, in-person or virtual events, or via any other means of distribution, and ES may reproduce, have others perform, display, transmit, distribute, create derivative works of,

from, and/or based on the Material and deliver it through all methods, forums, media, etc. Emergent Seed may use these rights in any way for any purposes including but not limited to fundraising, promotion, advertising, awareness, and/or other purposes. All licenses and rights granted to ES are for worldwide use.

D) Royalty Pool Arrangement. For the purposes of Paragraphs 3Bi and 3Bii above, if ES uses the Applicant's Material for the purpose of fundraising for ES in an event, broadcast, webinar, etc (together an "Event"), and the fundraising is successful at generating Net Proceeds (defined below) to ES, then ES will create a Royalty Pool from that specific events Net Proceeds to ES available to all such Applicants whose materials are used in that event for such fundraising. To determine the amounts, first the number of performances used in such Event that are eligible for each of the two Royalty Pools in Paragraph 3Bi and Paragraph 3Bii above will be determined, and each number will then be calculated as a percentage of all performances in that event. For example, if there are 10 different performances of any kind in any such ES fundraising event, and six of the performances use Material under Paragraph 3Bi then the calculation would be as follows -- First, per Paragraph 3Bi, ES's Net Proceeds for that event would be multiplied by 20% and then be multiplied by 6/10ths, because 6 of the 10 total performances in that ES event used Applicants' Materials under Para 3Bi. Thus in this example, the total dollars in this Royalty Pool for such Applicants under 3Bi is equal to 12% of the ES net proceeds from this specific Event; Second, the total amount in dollars in each such Royalty Pool for any such event will be allocated equally pro rata to each Applicant eligible in each Pool, based on the number of Applicants' eligible for their respective Pool for that event. In this example, the dollars in the Royalty Pool for the 6 performances using Material under Para 3Bi would be divided equally by the 6 Applicants whose Material was used in that fundraising event. For the basis of determining the amount of any dollars in any such Royalty Pool from any such fundraising event, Net Proceeds to ES will mean only the dollars actually received by ES and only after all expenses are deducted. ES in its sole discretion will determine what such Net Proceeds are for any such fundraising event, any such event's Royalty Pool, and the pro rata share to be paid to Applicant whose material was used in such fundraising event.

E) Within 12 months of the announcement of any grant winners for each round, ES hopes to put on at least one such specific fundraising "broadcast" and/or Event that uses each grant winner's Material in at least one such "broadcast" or Event.

4) Applicant/Licensors Indemnification. Through this Agreement, Applicant is the Licensor and shall indemnify, defend, and hold harmless Emergent Seed and its owners, officers, directors, members, volunteers, employees, agents, advisors, screeners, judges, panelists, etc and any and all successors and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses

of whatever kind, including attorneys' fees arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged: (a) breach by Licensor of any representation, warranty, covenant, or obligation under this Agreement, or (b) infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Video or the Material by Emergent Seed in accordance with this Agreement.

5) Limitation of Liability. To the fullest extent permitted by applicable law, Emergent Seed will not be liable to Applicant or any other party for any consequential, incidental, indirect, exemplary, special, punitive, or enhanced damages, or for any loss of actual or anticipated profits (regardless of how these are classified as damages), whether arising out of breach of contract, tort (including negligence), or otherwise (including the entry into, performance, or breach of this agreement), regardless of whether such damage was foreseeable and whether either party has been advised of the possibility of such damages. The foregoing limitations do not apply to Applicant/licensor's indemnification obligations hereunder.

6) Applicant agrees that Applicant's sole remedies for any claim arising out of this Agreement or related to the Material shall be limited to actual damages and in no event shall Applicant be entitled to rescind this Agreement and Applicant hereby warrants and represents that Applicant shall not be entitled to nor seek any injunctive or other equitable relief related to the Artwork or enforcement of this Agreement.

7) Release by Applicant/Licensor. ES may use Applicant's Material in any way for non-fundraising purposes, in which case no royalties will be owed or paid for such use. Nothing in this Agreement shall require Emergent Seed to publish, distribute, broadcast, or use in any way the Video or any Material. If ES never uses Applicant's Material for fundraising for ES during the terms of this Agreement, no royalties will ever be owed or paid to Applicant by ES. Licensor hereby releases Emergent Seed from any liability arising out of or relating to the Video, the Material, or this Agreement.

8) Miscellaneous.

a. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

b. Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by the laws of the State of Delaware, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding and agrees to apply the laws of the State of Delaware.

c. Relationship of the Parties. The relationship of the Applicant to ES is that of a Licensor. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever without the expressed, official, written permission of the other party, which in the case of ES will require the written signature of the ES owner(s) and officer(s).

d. Applicant Cannot Assign Duties. The obligations and duties of Applicant hereunder are personal and not assignable. Any attempt by Applicant to assign this Agreement, in whole or in part, shall be void and unenforceable.

e. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto, (in the case of ES, to successors and assigns, if any), and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

f. Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

g. Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

9) Applicant warrants that Applicant is fully competent and has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;