

## SUBJECTIVITY RELEASE AGREEMENT

### W I T N E S S E T H

A. WHEREAS, Johanna Hedva Kozma (the “Artist”) wishes to receive a transmission of heretofore untapped creative inspiration (the “Inspiration”) for the purpose of creating art (the “Work,” as defined in Article I);

B. WHEREAS, \_\_\_\_\_ (the “Muse”) wishes to provide the Artist with Inspiration for the Work in exchange for good and valuable consideration consisting of a certain percentage of the Artist’s incorporeal and immortal essence (hereinafter the “Soul”);

C. NOW THEREFORE, the Artist and the Muse (together, the “Parties,”) together agree to enter into this Subjectivity Release Agreement (the “Contract”) as follows:

### ARTICLE I - DEFINITIONS

The capitalized terms set forth below, as used in this Contract, shall have the following meanings.

“**Confidential Information**” means all confidential information disclosed by the Muse to the Artist or her employees, independent contractors, assigns, affiliates, licensees, and designees, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information shall include all personal information of the Muse (including, without limitation, the Muse’s name). However, Confidential Information (other than the Muse’s name) shall not include any information that (i) is or becomes generally known to the public without breach of the obligation owed to the Muse, (ii) was known to the Artist prior to its disclosure by the Muse without breach of any obligation owed to the Muse, (iii) is received by the Artist from a third party without breach of any obligation owed to the Muse, or (iv) was independently developed by the Artist without use of or reference to Confidential Information of the Muse.

“**Effective Date**” means the date upon which the Contract is executed by the Muse.

“**Work**” means any and all artwork created by the Artist pursuant to the Muse’s provision of Inspiration.

“**Work Product**” means all copyrightable material, notes, memoranda, records, reports, drawings, designs, inventions, improvements, developments, discoveries, trade

secrets, and research by the Artist, solely in collaboration with others, during the term of the Contract, which relate in any matter to the Work.

## **ARTICLE II – REPRESENTATIONS AND WARRANTIES**

**2.1 Artist’s Representations and Warranties.** The Artist represents that she has all requisite power and authority and possesses all governmental, cultural, and academic licenses, permits, authorizations and approvals necessary to enable her to use her name or other title, and to own, lease, or otherwise hold and operate her properties and other assets and to carry on her business as presently. The Artist further represents that she is the sole and complete owner of her Soul, and that the portion of her Soul to be transferred to the Muse is free and clear of any present or future encumbrances. The Artist further represents that she has entered into this Contract with fewer than one hundred (100) designated Muses.

**2.2 Muse’s Representations and Warranties.** The Muse shall be made effective from the date of the delivery of the Contract by the Artist as the person by whom the Contract is intended to be received. The Muse hereby represents that he is fully authorized to enter into and perform his obligations under this Contract, and that he is not acting under a false identity.

## **ARTICLE III – SUBJECTIVITY RELEASE AGREEMENT**

### **3.1 Rights and Benefits Conferred**

(a) **Rights and Benefits Conferred Upon the Artist.** Upon the Effective Date, the Muse authorizes the Artist to make use of the Muse as Inspiration for the creation of the Work and any and all related Work Product. The Muse authorizes the Artist to make continuing use of the Inspiration for the duration of the Artist’s lifetime.

(b) **Rights and Benefits Conferred Upon the Muse.** Upon the Effective Date, the Muse is granted: (i) ownership of one (1) percent of the Soul of the Artist for the duration of eternity, and (ii) an undisclosed share of the cultural capital (the “Liability”) attributable to that portion of the Work that has been created pursuant to the Muse’s provision of Inspiration.

**3.2 Muse’s Obligations.** The Muse shall, for good and valuable consideration the sufficiency of which is hereby acknowledged: (i) comply with all reasonable and lawful instructions provided by the Artist in connection with the Artist-Muse relationship; (ii) perform his duties as Muse with all reasonable skill and diligence in connection with the Artist-Muse relationship; (iii) conduct his duties in the best interests of the Artist, the Work, and the Artist-Muse relationship; and (iv) deal with the Artist in good faith in all aspects of the Artist-Muse relationship.

**3.3 The Artist’s Protection of Confidential Information.** Except as otherwise expressly permitted in writing by the Muse, (i) the Artist shall hold the Muse’s

Confidential Information in strict confidence and use at least the same degree of care that she uses to protect the confidentiality of her own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Muse for any purpose, except: (a) to the Artist's employees or independent contractors, assigns, affiliates, licensees, designees, attorneys, consultants, and/or executors, as well as any and all spectators and viewers of the Work (together, "the Audience") on a need-to-know basis, but only to the extent necessary to carry out that purpose and subject to all requirements of the Work, or (b) pursuant to an express written authorization by the Muse, or (c) to the extent that disclosure of the Confidential Information is necessary for the completion of the Work; and (ii) Confidential Information disclosed indirectly shall be identified as such within three hundred and sixty five (365) days of disclosure. Nothing herein shall require the Artist to disclose any of her own confidential information.

**3.4 Ownership of Confidential Information.** Notwithstanding the foregoing, all Confidential Information remains the property of the Muse, and is hereby authorized for the Artist's use in the receipt of Inspiration and the production and creation of the Work. The Muse does not grant any express or implied license or other rights in the Confidential Information, except the limited right to use the Confidential Information for the permitted use in accordance with the Contract.

**3.5 Ownership of Work Product.** The Work Product shall be and remain the property of the Artist. To the extent that any Work Product may not, under applicable law, be considered works made for hire, the Muse hereby grants, transfers, assigns, conveys and relinquishes, and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive basis, all of his right, title and interest in and to the Work Product to the Artist in perpetuity. Consistent with his recognition of the Artist's absolute ownership of all Work Product, and excluding the Muse's share of the Liability, the Muse agrees that he shall (i) not use any Work Product for the benefit of any party other than the Artist and (ii) perform such acts and execute such documents and instruments as the Artist may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product to the Artist; provided, however, if following ten (10) days written notice from the Artist, the Muse refuses, or is unable, due to disability, incapacity, or death, to execute such documents relating to the Work Product, he hereby appoints any of the Artist's officers as his attorney-in-fact to execute such documents on his behalf. This agency is coupled with an interest and is irrevocable without the Artist's prior written consent.

**3.6 Right of Publicity.** The Muse is hereby granted the right to disclose to any third party the facts concerning his provision of Inspiration, participation in the creation of the Work, the existence or terms and conditions of the Contract, and related matters.

**3.7 Releases by the Muse.** The Muse hereby releases and discharges the Artist and her employees, independent contractors, assigns, affiliates, licensees, and designees, from any and all claims and demands arising out of or in connection with the

acquisition or use of the Inspiration, with the exception of any and all claims and demands concerning the Liability.

**3.8 Termination by the Artist.** The Artist may terminate the Contract if the Muse breaches its terms by failing to provide sufficient and/or satisfactory Inspiration to enable the Artist to produce the Work or attendant Work Product and fails to cure such breach within three (3) days after receipt of written, oral, or telepathic notice from the Artist. Upon the expiration of such notice period, the Contract shall terminate without the need for further action by either party; provided, however, that if the breach upon which such notice is based shall have been fully cured to the reasonable satisfaction of the Artist within such notice period, then such notice of termination shall be deemed rescinded, and the Contract shall be deemed reinstated and in full force and effect.

#### ARTICLE IV – MISCELLANEOUS

**4.1 Successors and Assigns.** All terms and provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto only. The Parties may not assign or otherwise transfer the Contract (in whole or in part) without the prior written consent of the other party, which consent may be granted or withheld by the party in its sole discretion. Any attempted assignment or transfer in violation of this provision shall be void *ab initio*. Under no circumstances may the Muse's ownership of Soul under the Contract be sold, assigned, or transferred by any means whatsoever, including, without limitation, through devise or intestate succession.

**4.2 Governing Law; Jurisdiction; Equitable Remedies.** The Contract shall be governed and construed in accordance with the laws of the United States and the State of California. The Parties consent to the exclusive jurisdiction of the California state courts and U.S. federal courts located in California for any dispute arising out of the Contract. The Muse agrees that in the event of any breach or threatened breach by the Muse, the Artist may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Artist against any such breach.

**4.3 Captions.** All captions and headings contained in the Contract are for the convenience of reference only and do not form a part of, and shall not affect the meaning or interpretation of, the Contract.

**4.4 Entire Agreement; Amendments.** The Contract, including any other documents delivered pursuant hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior representations, warranties, offers, acceptances, agreements and understandings, written or oral, relating to the subject matter herein. The Contract may be amended or modified or any provision hereof waived only by a written instrument signed by both Parties or their duly authorized agents.

**4.5 No Third Party Beneficiary.** The Contract is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and permitted assigns, and there shall be no other third party beneficiaries, and nothing in the Contract shall be construed to grant to any other person any right, remedy or claim under or in respect of this Contract or any provision hereof.

**4.6 Counterparts.** The Contract may be executed in any number of counterparts.

**4.7 Pronouns.** Any use of the pronouns “his,” “he”, or “him” in reference to the Muse throughout the Contract may be construed as “her” or “she,” depending on the gender or gender preference of the Muse.

IN WITNESS WHEREOF, the Parties hereto have caused this Subjectivity Release Contract to be executed as of the day and year first above written.

**MUSE:**

By: \_\_\_\_\_  
Name:  
Date:

**ARTIST:**

By: \_\_\_\_\_  
Name: Johanna Hedva Kozma  
Date: