

Budget Collector Exhibition License Agreement

This Exhibition License Agreement (this “**Agreement**”), effective as of _____, 2024 (“**Effective Date**”), is by and between Budget Collector, Inc. (“**Host**”), having a place of business at ADDRESS, and EXHIBITOR LEGAL ENTITY NAME, (“**Exhibitor**”), having a place of business at ADDRESS. Exhibitor and Host is each individually referred to in this Agreement as a “**Party**” and together as the “**Parties**”.

1. EXHIBITION. As used in this Agreement, the term “**Exhibition**” means [BC’s offering] exhibition, designed, created, developed, managed, operated and manufactured by Host, featuring a curated collection of images, props, digital media, artifacts, and other material and content licensed by Exhibitor, (“**Licensed Property**”).

2. LICENSED PROPERTY. The Licensed Property shall consist of: (a) images or artwork and other distinctive creative elements appearing in or derived from the Property; (b) certain physical articles and/or physical representations and/or digital representations of intangible articles, including art, audio, video, and such articles as further set forth hereto on Schedule A (“**Property Items**”); and (B) the title(s) and logo(s) of the Property, and other trademarks and trade names (collectively, the “**Marks**”) for use by Host in and/or in connection with the Exhibition.

3. RIGHTS GRANTED. Subject to the limitations, reservations, conditions and Exhibitor’s approval rights set forth in this Agreement, Exhibitor hereby grants to Host a license (as provided below only) during the Term (as defined below) to develop and display the Exhibition (as defined below) throughout the world (the “**Territory**”).

3.1 Host shall have the right to display the Exhibition via its digital platforms and museums, educational institutions, entertainment facilities, or other similar public venues (each a “**Venue**” and collectively, the “**Venues**”), provided that each Venue and the order in which the Exhibition is displayed throughout the Territory, shall be subject to Exhibitor’s prior approval.

3.2 Host shall not be entitled to sublicense any of its rights hereunder. In the event, that Host intends to have any third-party suppliers or vendors render services in connection with the Exhibition, such third party shall be subject to Exhibitor’s prior written approval, in each instance. In addition, as part of its request for approval from Exhibitor, Host shall provide Exhibitor with written confirmation that such third party has been made aware of and accepts the material terms and conditions of this Agreement, including without limitation the

representations and warranties and ownership. In such event, Host shall be jointly and severally liable with respect to itself and each such third party with regard to the obligations of Host hereunder and Host shall remain primarily obligated under all provisions of the Agreement, and any default of this Agreement by any such third party shall be deemed a default by Host hereunder. In no event shall any such third-party agreement be construed to include the right to grant any rights to subcontractors.

4. COLLECTION OF INFORMATION. Host receives and stores information about Venue visitors, (“**Visitors**”) such as:

4.1 Information users provide to Host which include their name, email address, address or postal code, budget(s), payment method(s), telephone number, and other identifiers (such as an user name).

4.2 Host collects this information in a number of ways, including when Visitors enter it while using Host’s application, interact with Exhibitions; or participate in surveys; and information when Visitors provide ratings, taste preferences or otherwise provide information to Host through their application or elsewhere.

5. USE OF INFORMATION. Host uses information to provide, analyze, administer, enhance and personalize Exhibitions, to provide, analyze, administer, enhance and select Exhibitions, and to communicate with Visitors on these and other topics. For example, Host use such information to:

5.1 provide Visitors with customized and personalized art, including art gallery and art museums, recommendations that will be of interest to Visitors (collectively “**content**”);

5.2 determine your general geographic location (such as your city, state/province, and postal code);

5.3 provide localized content;

5.4 analyze and understand our audience, improve our application (including our user interface experiences and application performance) and optimize content or content selection, recommendation algorithms and delivery;

6. DISCLOSURE OF INFORMATION. Host discloses collected information for certain purposes as described below:

6.1 Host share Visitor information among the Host family of companies as needed for: providing Visitors access to our application; providing customer support; making decisions about application improvements; content selections; and to analyze and enhance information (including information about Visitors' interactions with our application), and to process and administer Visitor surveys.

6.2 Host share the collected Visitor information with the Exhibitor: including their name, email address, address or postal code, budget(s), payment method(s), telephone number, and other identifiers (such as an user name); content selections (including information about Visitors' interactions with Host's application); interact with Exhibitions; or participate in surveys; and information when Visitors provide ratings, taste preferences or otherwise provide information to Host through their application or elsewhere.

6.3 Exhibitor is not authorized to use or disclose your personal information except in connection with providing their Exhibitions (which includes maintaining and improving their offerings).

7. TERM OF AGREEMENT. The term of this Agreement begin as of the Effective Date and terminates on the later of specific date or period ("**Term**"). Within six (6) months prior to the expiration of the Term, the Parties may mutually agree, in writing, to extend the Term for *period (the "**Renewal Term**"). The Term and Renewal Term, if exercised, shall be referred to collectively as the "Term".

8. GO LIVE DATE. The go live date for the Exhibition shall be the date that the Exhibition is first accessible to the public ("Go Live Date") and unless otherwise agreed between the Parties, in writing, shall in no event be earlier than (2) months, and no later than (4) months after payment is received.

9. EXCLUSIVITY. During the Term, Host acknowledges and agrees that Exhibitor has granted Host a limited right to use the Licensed Property for Exhibition as such term is defined herein. For the avoidance of doubt, during the Term, Exhibitor may (a) operate or display an exhibition, (b) license to third parties the right to display an exhibition. Host acknowledges and agrees that nothing herein shall be construed to prevent Exhibitor or any of its subsidiaries, affiliates, partners, licenses or distributors of its programming content from (i) creating and displaying any free admission exhibitions; (ii) conducting any marketing or promotional activations in connection with the Project or the Exhibitor that feature curated elements of the Licensed Property; or (iii) creating paid admission live touring events that may include curated elements of the Licensed Property as a feature of the overall event, provided that such curated elements of the Licensed property shall not be a central focus of such event.

10. EXHIBITORS RESERVED RIGHTS. Exhibitor shall retain all rights not expressly conveyed to Host hereunder and may grant licenses to others to use the Licensed property in connection with other uses, services, and products without limitation.

11. APPROVAL AND CONSENT.

11.1 Host agrees to submit to Exhibitor a creative development package for all elements of the Exhibition, which will consist of the Exhibition proposed concept and design elements, and any proposed uses of the Licensed Property (collectively, “**Creative Elements**”), for Exhibitor’s prior approval. Exhibitor will provide Host with written approval or disapproval of any Creative Elements within fifteen (15) business days after receiving Hosts’ proposal relating to such Creative Elements, provided that if Exhibitor does not respond to Host within such time period, the Creative Elements will be deemed disapproved by Exhibitor.

11.2 Exhibitor shall be solely responsible for obtaining all required rights and permissions from all third parties and for paying any and all costs relating to the production of the Licensed Property, including all third-party literary and artistic licenses and all royalties and license fees (including without limitation those royalties and/or license fees attributable to the synchronization of the music, and the performance of the music) necessary for Host to display the Exhibition throughout the Territory during the Term.

11.3 The name and/or title under which the Exhibition shall be released shall be mutually agreed by Host and Exhibitor. Exhibitor alone shall own the name and as its intellectual property and associated goodwill and will take steps it deems necessary to verify that such name is clear for use.

11.4 Exhibitor will provide Host with a style guide from which all advertising and publicizing materials shall be created (or caused to be created) by Host, subject to Exhibitor’s right of approval as set forth therein.

11.5 Host may use the Licensed Property for purpose of advertising and publicizing the Exhibition in all media, subject to Exhibitor’s right of approval over all advertising and promotion, including without limitation digital ads, print ads, social media posts, website content categories and layout, posters. Once Exhibitor has approved the advertising materials, Host may continue to use such approved material without the need for additional approval provided that all such advertising materials remain intact. Exhibitor shall approve, disapprove or

otherwise comment upon any items submitted for approval more than fifteen (15) business days after receipt of such items from Host, provided that if Exhibitor does not respond to Host within such time period, the advertising materials will be deemed disapproved by Exhibitor.

11.6 Exhibitor shall have the right, in its sole discretion, to settle or effect compromised in respect of any threatened or actual claims, suits, assertions, or notifications of any alleged violation of the rights of any third party from or as a result of any authorized or unauthorized use by Host of any element of the Licensed Property, including without limitation requiring the withdrawal of any element of the Licensed Property from the Exhibition from a particular country within the Territory. In the event of a withdrawal or suspension, Exhibitor will notify Host in writing. Host shall immediately take steps to cease display of the elements impacted within the Territory. Exhibitor and Host shall enter into good faith negotiations as to whether and to what extent the materials may continue to be used by Host pursuant to this Agreement.

12. CONSUMER PRIVACY. In conducting any activities under this Agreement where Host or any third party employed by Host collects personally identifiable user data (i.e. any data that either, on its own or in combination with any other information, can be used to identify a specific individual) (“User Data”), whether electronic or physical, Host shall:

12.1 maintain the privacy and security of any User Data it may collect, possess, and/or transfers to a third party in connection with the promotional activities in accordance with Host protocols and procedures, as may be amended from time to time by Host in its sole discretion.

12.2 implement and maintain reasonable security policy(s), procedures, and practices appropriate to the nature of the User Data collected to protect such information from unauthorized access, use, modification, destruction, or disclosure. Host will make security procedures and policies available for Exhibitor’s review and where deemed inadequate, can request Host to update or modify them so as to be acceptable to Exhibitor.

12.3 if Host discovered that an unauthorized access, use, copying, alteration, transfer, or other violation, compromise, breach or attempt breach of security (electronic or physical) involving or related to any User Data collected or processed on Exhibitor’s behalf has occurred, whether the incident originated within Host or externally (“Security Incident”): (A) promptly upon discovery (but in

no event more than twenty-four (24) hours after such discovery) of the Security Incident give detailed oral and written notice to Exhibitor thereof; (B) use continuous, commercially reasonable efforts to correct the problem within that period or, if that is not feasible, within the appropriate time period as determined with Host; (c) document the Security Incident in a detailed incident response log and provide such log upon request by Exhibitor; (D) provide Exhibitor with interim and final written reports pertaining to the Security Incident; (E) comply and cooperate with all requests made by Exhibitor to assist Exhibitor in complying with all applicable laws, rules, regulations, and Exhibitor policies and (F) reimburse Exhibitor for any costs associated with remediation of such Security incident (including the costs associated with notification of any consumers); and

12.4 Host agrees that it shall not subcontract any of its obligations with respect to Data (including User Data) without Exhibitor's prior written consent in each instance. Where Host engages a subcontractor pursuant to this 9.4 herein to perform any obligations with respect to Data (including User Data), Exhibitor shall pass through all obligations imposed on Exhibitor with respect to Data (including User Data) set forth in this Agreement (including but not limited to this Section 9) to each subcontractor in its contract with each such subcontractor and shall ensure that such subcontractor complies with all such obligations.

13. SAFEGUARDING LICENSED PROPERTY AND STORAGE. Host shall use its best efforts to safeguard any and all elements of the Licensed Property, entrusted to Host's custody or control. Throughout the Term, Host shall be solely responsible for all storage for all such Property Items, including without limitation, complying with any and all requirements and customary industry practices.

14. PRICING MODEL

14.1 Group of 100 items: The price is \$50 per item. Exhibitors must purchase the entire package of 100 items. This covers up to (100) inventory items per month, (1) test exhibit per year, and detailed consumer analytics and preference data.

14.2 Group of 1,000 items: The price is \$20 per item. Exhibitors must purchase the entire package of 1,000 items. This covers up to (1,000) inventory items per month, (1) test exhibit per year, and detailed consumer analytics and preference data.

14.3 Group of 10,000 items: The price drops is \$15 per item. Exhibitors must purchase the entire package of 10,000 items. This covers up to (10,00) inventory

items per month, (1) test exhibit per year, and detailed consumer analytics and preference data.

14.4 Group of 25,000 items: The price is \$10 per item. Exhibitors must purchase the entire package of 25,000 items. This covers up to (25,000) inventory items per month, (1) test exhibit per year, and detailed consumer analytics and preference data.

14.5 Group of 500,000+ items: The price is \$1 per item. Exhibitors must purchase the entire package of 500,000 items. TThis covers up to (500,000) inventory items per month, (1) test exhibit per year, and detailed consumer analytics and preference data.

15. OWNERSHIP. Host does not claim ownership of Content or Licensed Property. Exhibitor grants Host a license to display the Exhibition and Licensed Property.

16. CONFIDENTIAL INFORMATION. Each party acknowledges that the terms and conditions of this Agreement are and remain confidential. Neither Party shall disclose such terms and conditions to any third party without the prior written consent of the other Party.

17. INDEMNIFICATION. Exhibitor agrees to defend, indemnify, and hold Host, its officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses and expenses including, without limitation, reasonable legal and accounting fees, arising out of any claims by a third party of a violation of copyright laws or reproduction rights occurring, during or in any way connected with your use of the Application or Exhibitor's breach of this Agreement.

18. TERMINATION PROVISIONS

18.1 Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material covenant, representation, warranty, or provision of this Agreement and fails to cure such breach within thirty (30) days or receiving written notice of breach. In the event of a termination by either party, Host will arrange for the return of the Licensed Property to Exhibitor and will cause the Exhibition to immediately cease, unless otherwise agreed upon by the Parties in writing.

18.2 In addition, to the extent permitted by applicable law, this Agreement shall automatically terminate without notice upon the occurrence of any of the following: (i) a receiver is appointed for either Party or its property; (ii) either Party

becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of creditors; (iii) any voluntary proceedings are commenced by or for any bankruptcy, insolvency, or debtor's relief law; (iv) any proceedings are commenced under any bankruptcy, insolvency, or debtor's relief law and such proceeding is not vacated or set aside within sixty (60) days from the date of commencement thereof; (v) either Party becomes liquidated or dissolved; or (vi) either Party is subject to any order or decree from, or agreement with, any governmental authority which prevents it from fulfilling its material obligations hereunder.

19. REMEDIES. If a dispute arises in connection with this agreement ("Disputes") the parties agree to resolve the matter informally. If a dispute cannot be resolved informally, the Dispute will be submitted to final and binding arbitration.

By signing, Budget Collector and the Art Institution confirm that it understands and agrees to the terms of this agreement.

LIST OF SCHEDULES

SCHEDULE A

EXHIBITOR PROPERTY ITEMS

SCHEDULE B

PROPERTY TERMS AND CONDITIONS

SCHEDULE C

HOST SERVICES AND OFFERINGS

(Add Brochure or other Marketing Materials Here)