

CONTENT LICENSE AND RELEASE AGREEMENT

Thank you for considering our request to use the content you posted online (e.g., Instagram, Facebook, Tik Tok, or other platform – collectively, “**Platform**”) that was identified in the request we sent to you (your “**User Content**”).

BY REPLYING TO OUR REQUEST (SENT EITHER VIA DIRECT MESSAGE ON THE APPLICABLE PLATFORM, TEXT, OR EMAIL) WITH “YES,” “AGREE,” “ACCEPTED,” OR SIMILAR INDICATION OF CONSENT, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT REPLY TO OUR REQUEST.

Perfetti Van Melle USA, Inc. (the “**Company**”) desires to use your User Content and publicize your name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, pictures, photographs (whether still or moving), screen persona, voice, vocal style, statements, gestures, mannerisms, personality, performance characteristics, biographical data, signature, social media handle, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in your User Content (your “**Persona**”) for advertising, promotion, and other commercial and business purposes.

Unless separately referenced, your User Content and your Persona are together referred to below as your “**Content**”.

License: You hereby grant to Company a non-exclusive, irrevocable, royalty-free, transferable, sublicensable, worldwide, perpetual right and license to distribute, reproduce, sublicense, broadcast, publicly display, modify, edit, create derivative works, and otherwise use your Content in all media, now known or hereafter developed (including on the Internet) for advertising, promotion, publicity, trade, merchandising, packaging, public relations, media, and any other lawful purposes, throughout the world without further consent from or any royalty, payment, or other compensation to you, all as determined in Company’s sole discretion. Company will have the unlimited right to exploit your Content, with or without your Persona, as it sees fit, alone or in combination with other materials, including the right to reasonably modify, alter, or rearrange your Content. You hereby irrevocably waive any and all Claims (as defined below) you may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral in your Content. You further acknowledge and agree that:

1. Company has no obligation to use your Content or to exercise any rights given in this Agreement.
2. You have no right to review or approve Company’s use of your Content at any other time;
3. You are not entitled to any compensation relating to Company’s use of your Content; and
4. Company may or may not, as it determines in its sole discretion, provide you acknowledgment or credit in connection with Company’s use of your Content.

Release of Claims: To the fullest extent permitted by applicable law, you: (1) hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, “**Claims**”) arising directly or indirectly from Company’s exercise of its rights under this Agreement or the use and exploitation of your Content, whether resulting in whole or in part by the negligence of Company or any

person/entity acting on Company's behalf (each, a "**Representative**"); (2) covenant not to make or bring any such Claim against Company or any Representative; and (3) forever release and discharge Company and its Representatives from liability under such Claims. You understand and agree that the above release from Claims cannot be terminated, rescinded, or modified. You further waive your right to injunctive and other equitable relief in the event of a dispute with Company or any of its Representatives. You will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of your User Content or the Materials.

Representations and Warranties: You represent and warrant to Company that:

1. You are at least eighteen (18) years of age, are not a minor in the state you reside in, and have full right, power, and authority to enter into this Agreement and grant the rights hereunder;
2. Your Content is: (a) an original work and that you have all the rights necessary to grant Company the above license to your Content; and (b) does not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or requiring a license from a third party;
3. Your Content contains statements about any Company product, it is a true and accurate expression of your honest belief based on use of Company's products;
4. You have the express written consent of any identifiable persons appearing or referenced in your Content for the use of your Content by Company;
5. You agree to defend, indemnify, and hold harmless Company and its Representatives from and against all Claims resulting from Company's exercise of the rights granted in this Agreement.
6. You consent to our [Terms of Use and Privacy Policy](#).

Other Terms: This Agreement reflects the complete understanding regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. You may not assign this Agreement. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Kentucky without giving effect to any conflict-of-law principles. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts in Kenton County, Kentucky, and you hereby irrevocably consent to the exclusive jurisdiction of such courts.

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