

**THIS LICENSE AGREEMENT** is made the \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (day-month-year), between AGF S.r.l., registered at Via Guardia del Consiglio 38, Galazzano, 47891, San Marino ("Brand Builder"), represented by Mr Amedeo Bartolini; and

\_\_\_\_\_  
(your real name and SURNAME as written in your Registration)

registered at \_\_\_\_\_ (the "Copyright Owner").  
(address).

**WHEREAS** Brand Builder wishes to obtain, and the Copyright Owner wishes to grant, a license to use certain Intellectual Property (as defined below) owned by the Copyright Owner as provided herein.

**NOW THEREFORE IT IS AGREED** as follows:

**1. Definitions**

"Intellectual Property" means the Creative Solution, sent together with THIS LICENSE AGREEMENT, proposed by the Copyright Owner through the use of the services offered on [www.BootB.com](http://www.BootB.com) (the "Website") in accordance with the terms and conditions of the Website and the correspondent Creator's Agreement, dated \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (day-month-year), between the Copyright Owner and BootBe (the "Creator's Agreement"), and any confidential information and other proprietary information and rights, copyrights, mask works, know-how, technology, designs, plans, ideas, marketing materials, inventions (whether patentable or subject to copyright or trade secret protection and whether reduced to practice), invention disclosures and images embedded therein or representative thereof.

"Image(s)" means each still image, visual representation generated optically, electronically, digitally or by any other means, including negatives, transparencies, film imprints, prints original digital files or any "Reproductions" thereof or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to Brand Builder, by the Copyright Owner under the terms of this Agreement. Any reference in this Agreement to Images shall refer to each individual item and also to the Images taken as a whole.

"Reproduction" or "Reproduce" includes any form of copying or publication of the whole or any part of any Image, including but not limited to, by printing, slide projection (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means, the copying or distortion or manipulation of the whole or any part of the Image (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting Image may not appear to a reasonable person to be derived from the original Image as well as the creation of any derivative work from the Image.

**2. Grant of License:** The Copyright Owner hereby grants to Brand Builder the non-exclusive, nontransferable, non-sub-licensable right to reproduce the Intellectual Property, for the sole reason of choosing the best idea for the Pitch # B0000179265-179267 run by the Brand Builder through the use of the services offered on [www.BootB.com](http://www.BootB.com) during the period of time of the Pitch in:

- a. Castel Sismondo – Rimini – from 23/05/2009 to 30/05/2009
- b. Centro Commerciale Le Befane – Rimini – from 30/05/2009 to 06/06/2009

**3. No ownership or copyright in any Intellectual Property** shall pass to Brand Builder by the issue of the license under this Agreement with respect to any Intellectual Property.

**4. Governing Law:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of New York without regard to its conflicts of laws principles. The federal and state courts of the State of New York shall have exclusive jurisdiction over any legal action arising in any way under this Agreement.

**5. Miscellaneous Terms**


If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement on the day and year first above written.

**BRAND BUILDER:**

Signed by: Amedeo BARTOLINI  
For AGF Marketing S.r.l.

  
\_\_\_\_\_  
(SIGNATURE)

**THE COPYRIGHT OWNER (Creator):**

Signed by: \_\_\_\_\_  
(Name SURNAME)

\_\_\_\_\_  
(SIGNATURE)