

Licensing Agreement For Digitized Artwork on Clothing, Fashion Accessories, and Home Accessories

Le Galeriste is a trademark of Against Nudity Inc

This licensing agreement ("Agreement") is entered into by and between you (the "Artist", as defined below), and Against Nudity inc., a corporation duly constituted under Canadian laws, having its head office at 300-8850 Parc Avenue, Montreal, QC, CA, H2N 2Y6 ("ANI")

Individually a "Party" and together the "Parties"

WHEREAS Artist created the digitized artwork (the "Artwork", as defined below), fully owns the rights to the Artwork and wishes to license it to ANI;

WHEREAS Artist has submitted the Artwork to ANI using the www.legaleriste.com portal ("Legaleriste.com", as defined below), for possible display, distribution, and sale by ANI;

WHEREAS ANI wishes to use the Artwork for reproduction on clothing, fashion accessories, and home accessories.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

LEGALERISTE.COM: Abbreviated as "LG" herein, serves as the portal for the Artist to provide specific Artwork to ANI. LG is owned and managed by ANI.

ARTIST: you, an independent contractor who has used a personal email address to login to LG and who is currently submitting an Artwork for which he or she fully owns the rights and wishes to licence the Artwork to ANI under the terms of this Agreement.

ARTWORK: The artwork (including the images, graphics, digital assets and digital images) created or taken by the Artist, that is specifically identified in Artist's submissions to ANI by title.

EFFECTIVE DATE: The last at which an Artwork has been submitted to ANI via the LG portal and has voluntarily checked the box beside the mention "I have read and I accept the Terms & Conditions", a mention which is clearly linked to the current Agreement.

NET REVENUE: The amount collected by ANI within a calendar quarter for the sale of products bearing the likeness of the Artwork, after deducting shipping charges and transaction fees. All amounts are in, or converted to, Canadian Dollars (CAD).

ROYALTIES: a percentage of Net Revenue for sales made through LG and calculated as follows:

- 25% if Artist makes over \$2,500\$ in sales on LG in a given quarter;
- 20% if Artist makes over between \$1,000 and \$2,500 in sales on LG in a given quarter;
- 15% if Artist makes between \$500 and \$1,000 in sales on LG in a given quarter;
- 10% if Artist makes between \$0 and \$500 in sales on LG in a given quarter.
- An additional 5% of Net Revenue for sales through wholesale channels (i.e., sales or deliveries to intermediaries who facilitate sales to customers. Note that Artist's name and location are clearly indicated on all products shipped by ANI.

TERM: Period of time commencing on the Effective Date and ending one calendar year later.

2. Grant of License: For Artwork that Artist has submitted to ANI using LG, and for which ANI is considered to have accepted such Artwork, unless otherwise stated by writing, Artist hereby grants to ANI an exclusive worldwide license for the Term, to use and reproduce the Artwork on clothing, fashion accessories, and home accessories ("License"). Under this License, ANI is authorized to use:

- A. The Artwork in ANI's design, production, manufacturing, marketing, promotion, advertising, selling, distribution and merchandising of ANI's clothing, fashion accessories, and home accessories; and
- B. The Artist's name, appearance, voice, likeness, and biographical information in all media known or hereafter devised.

Artist agrees that ANI may associate the Artwork with any of its brands or trademarks

3. Artist's rights: The Artwork itself, and all related images and rights, including copyright and ownership rights in the media in which the images are stored, remain the sole and exclusive property of the Artist.

Use of the Artwork for any purpose not directly related to this License must be authorized by the Artist and may require the payment of additional fees to the Artist.

Artist may display the Artwork on a website owned and/or operated by Artist and may use and display the Artwork for any purpose other than promoting clothing and/or fashion or home accessories for commercial purposes.

4. Technical Requirements: Artist will endeavor to provide ANI with high-resolution images of Artwork sufficient for ANI's needs, and biographical information of 50 to 100 words. It is ANI's responsibility to verify that the Artwork is suitable for reproduction. If ANI deems the Artwork unsuitable, and so notifies Artist, no license from Artist to ANI will become effective unless and until Artist resubmits the Artwork, and ANI accepts it. The Artist will not be liable for poor reproduction quality, delays, or consequential damages.

5. Alterations: ANI may make changes to the Artwork that ANI, in its discretion, may consider necessary to better adapt the Artwork to the wearable canvas, e.g., adjusting the color saturation to adapt to the fabric's content.

6. Payments: Royalty payments will be made to Artist within forty-five (45) days after the end of each calendar quarter. A sales report will also be sent to the Artist. Paid royalties will be based on Net Revenue during the preceding quarter. Royalty payments will be sent through a Paypal transfer to the email address Artist has used to login to LG.

7. Duration and termination: Artist shall provide ANI with the License for the duration of the Term. Upon expiration of the Term, this Agreement shall automatically renew for another one (1) year term, unless either Party provides written notice to the other Party of its intent to terminate this Agreement not less than thirty (30) days before the end of the then current term. Upon termination of this Agreement for any reason, ANI may sell all units in stock (as an on-demand manufacturer, stocks are very limited as they only result from returned items) and will produce and deliver orders that have been placed prior to the termination of this Agreement. Royalties due after the termination of this Agreement will be paid to Artist in full in accordance with the terms herein.

8. Covenants, Warranties and Representations:

Artist warrants and represents to ANI that:

- A. Artist Created the Artwork and owns sufficient right, title and interest in and to the Artwork to enter into this Agreement;
- B. The Artwork does not infringe in any way on the rights of third-parties (including, but not limited to intellectual property rights);
- C. Artist has not granted and will not grant any right or license to any other party in conflict or compete, directly or indirectly, with the License and this Agreement with ANI. More specifically, Artist shall not grant any right or license to any other party for use of the Artwork for clothing, fashion or home decor related commercial purpose;
- D. Artist will not compete with ANI's license More specifically, Artist shall not reproduce or use the Artwork for any clothing, fashion or home decor related commercial purposes;
- E. Upon notification by ANI to Artist that an identifiable third party is improperly competing with ANI by using the Artwork for clothing, fashion or home decor related commercial purposes, Artist will:
 - a. Immediately notify said third party to cease and desist, and endeavor to remove the source of supply of the Artwork to said third party; and
 - b. cooperate with ANI's efforts to cause said third party to stop such activities.
- F. Artist will make the Artwork available to ANI throughout the term of this Agreement.

ANI covenants, warrants and represents to Artist that ANI will:

- i. In ANI's discretion, review and accept Artwork for reproduction on clothing, fashion accessories, and home accessories;
- ii. Pay Artist the Royalties described in this Agreement;
- iii. Clearly state the Artist's name on product labels;
- iv. Release ANI's rights to Artwork not displayed, produced, or sold during the term of this Agreement;

The Parties covenant, warrant, and represent to each other that:

- 1. Neither Artist, nor Artist's employees and contract personnel are employees of ANI; no agency, partnership, joint venture, or employer-employee relationship is intended or created by this Agreement; neither party is authorized to act as agent or bind the other Party except as expressly stated in this Agreement;
- 2. Only ANI's sales reports to Artist shall be considered accurate. Artist may not rely upon ANI's claims of inventories or sales that may differ from reality ("puffing") to enhance the image of ANI and Artist;
- 3. Artist has no obligation to retain or archive any Artwork delivered to ANI;

4. If at any time either Party becomes aware that the Artwork has been used, reproduced, or displayed for any clothing, fashion or home decor related commercial purposes by a third party, and/or that Artwork has been offered for sale, sold, licensed, or assigned to a third party, the Party discovering such event will immediately notify the other Party so that appropriate action may be taken.

9. Mutual Indemnification: Each Party shall indemnify and hold the other Party harmless against any claims and expenses, including reasonable attorney's fees, arising out of or related to the other Party's breach of this Agreement.

10. Entire Agreement: This Agreement constitutes the entire agreement between ANI and Artist, and supersedes any prior oral or written agreement between the Parties with respect to the Artwork. The "Terms and Conditions" of ANI's website do not modify this Agreement.

11. Assignment: Neither Party may assign their rights or obligations under this Agreement.

12. Modifications of this Agreement: No modification of this Agreement shall be binding unless confirmed in writing and signed by both Parties.

13. Jurisdiction: This Agreement shall be governed by the laws of the Province of Quebec, Canada without regard to its conflict of law provisions and without regard to the actual state or country of incorporation or residence of either Party. Artist agrees to submit to the personal and exclusive jurisdiction of the courts located in the judicial district of Montreal, Quebec, in connection with any action arising under this Agreement.

14. Language. The Parties have expressly required that this Agreement and all ancillary documents be in the English language. Artist and ANI acknowledge and agree that they have read and understand the terms of this Agreement. *Les parties aux présentes ont expressément demandé que ce contrat ainsi que tout document accessoire y a afférant soient rédigés en langue anglaise.*

15. Contact information: Artist may contact ANI at the following:

Address: 300-8850 Parc Avenue, Montreal, QC, CA, H2N 2Y6

Telephone: (514) 548-3345

Email: info@legaleriste.com

No signature is required.

Being this Agreement's author, ANI is considered to have agreed to the terms above mentioned.

This Agreement can only be seen when Artist has begun uploading Artwork to LG.

The Artist will be considered to have signed this Agreement at the moment he or she clicks on "APPLY" after having voluntarily checked the box besides the mention "I have read and I accept the Terms & Conditions" to which this contract is clearly linked.