

**GENERAL LICENSING AGREEMENT (30 June 2017)**

**THIS GENERAL LICENSING AGREEMENT** is made the day of ‘Proof of Purchase Record or Receipt/s’

**BETWEEN KIM SPITERI**  
of ZONKT®

(Hereinafter called “the Artist”) of the one part

AND Individual or Business as identified on the ‘Proof of Purchase Record or Receipt/s’ (hereinafter called “the Licensee”) of the other part

WHEREAS:

- A. The Licensee individual or business manufacturing / selling product reproductions of original works of art.
- B. The Artist is the creator of original works of visual art and is willing to licence the reproduction of certain artworks to the Licensee on the terms herein contained.

**IT IS HEREBY AGREED as follows:**

**General Licence**

1. The Artist hereby grants to the Licensee a general licence to do any and all of the following (hereinafter called “the Artworks”):

- a) To reproduce the Artworks for manufacturing or production purposes on products or objects (excluding selling as an artwork or posing as the artist of the works or relicensing the design in any way or form).
- b) For personal use or;
- c) To advertise for sale and to sell products to the public.

2. The Licensee acknowledges that, the Licence herein being a General Licence yields other third parties, individual or business to purchase the same artwork for identical use, if so desires, as defined with in.

3. The Licensee upon a successful purchase of the Artworks is deemed in agreement to all terms as defined herein.

**Manner of Reproduction**

- 4.
  - a) The Artist provides no limitations on the number (count) of production produced containing the Artwork.
  - b) The Licensee to reproduce the Artworks for manufacturing or production purposes on products or objects (excluding selling as an artwork or posing as the artist of the works or relicensing the design in any way or form).
  - c) The Licensee shall however be at liberty to make and publish (including on its website) reduced size copies of the Artworks for the purpose of advertising, the sale of products or services. Including online advertising.
  - d) The Licensee will NOT alter the Artwork in anyway (excluding size/ scale).

**Intellectual Property**

5. The ownership of the original Artworks, and the copyright therein shall remain vested in the Artist.

- a) The Artist retains the rights to produce, market, altering or producing similar designs as desired.
- b) No rights in the Artworks, other than those herein licensed, shall be exercised by the Licensee

### **Sale of Original Work**

6. In the event of sale of the original Artworks, here within does not change the terms of this Agreement.

### **The Territory**

7. The rights hereby granted may be exercised by the Licensee in any part of the world.

### **The Term**

8. Subject to the termination provisions contained at clause 12 below, the term of this Agreement shall be an open term (date) of use from the date hereof

### **Obligations of the Licensee**

9. The Licensee shall, during the term of this Agreement, retain 'Proof of Purchase Record and Receipt/s' of any or all Artworks and relevant licences pertaining to purchase/s.

### **Warranty and Indemnity**

10. The Artist warrants that he or she is the creator of the original Artworks; that all rights, including the copyright, in the said works are vested exclusively in the Artist; that the Artist has full right and authority to enter into this Agreement; and that the use of the Artworks in the manner envisaged by this Agreement will not to the knowledge of the Artist. The Artwork as such is protected under the Zonkt® registered trademark and any reproduction, copy or amendment outside of the licensed agreement within, is a breach of trademark law.

### **Moral Rights**

11. The Licensee undertakes to respect and observe the Artist's moral rights of paternity, the right to be identified as the creator of the work and declared on any social platform, where possible, as the artist who created the artwork and maintain the artists integrity and right to preserve the work from derogatory mutilation and distortion.

### **Termination**

12.
  - (i) This Agreement may be terminated by either party in the event of a material breach of the terms hereof by the other party
  - (iii) This Agreement shall automatically determine in the event of the insolvency of the other party
  - (iv) Termination shall be without prejudice to the right of either party to redress for any antecedent breach of this Agreement
  - (v) Upon termination of this Agreement, by either party, whether through expiration of the term hereby granted or for any other reason, the Licensee shall cease to exercise the rights hereby granted.