

ZONKT® - INDUSTRY LICENSING AGREEMENT (30.7.17)

ZONKT® - THIS INDUSTRY LICENSING AGREEMENT is made the day of the '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:

Industry Licence

1. The Artist hereby grants to the Licensee an Industry Licence for use with the business category as defined on the 'Proof of Purchase Record or Receipt/s' (hereinafter called "the Industry Segment") to do any and all of the following things in relation to the sole works of art purchased as defined on the 'Proof of Purchase Record / Receipt/s' (*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*) in the Industry Segment/s as defined within the 'Proof of Purchase Record or Receipt/s'.
- b) To advertise for sale and to sell such reproductions to the public.

2. The Licensee acknowledges that, the Licence herein being a Industry Licence yields other third parties, individual or business to purchase the same artwork for use, if so desires, under an alternative Industry Segment herein.

3. The Artist warrants one Industry Licence per Industry Segment as define **but not limited to;**

- I. Mens Clothing
- II. Women's Clothing
- III. Children's Clothing
- IV. Socks & Lingerie
- V. Swim & Beachwear
- VI. Activewear
- VII. Footwear
- VIII. Fashion Accessories (*wallets, handbags, belts, scarves, hair*)
- IX. Jewellery
- X. Home Decor (*All linens, cushions, candles, bathroom & kitchen accessories, furniture*)
- XI. Stationery
- XII. Books & Publications
- XIII. Beauty Products (*bath & body products, body fragrances*)
- XIV. Pet products & Accessories
- XV. Food & Wine

4. The Artist reserves the right to alter or add to the Industry Segment as defined, on current or future Artworks as required.

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

Manner of Reproduction

6.
 - a) The Artist provides no limitations on the number (count) of productions 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*) in the Industry Segment/s as defined within the 'Proof of Purchase Record or Receipt/s'.
 - c) The Licensee is ONLY to use the artwork on products within the Industry Segment as defined on the 'proof of purchase'. If the artworks are to be printed and products made from these printed (*material or other printed product*) these materials printed or other remaining printed artwork materials are in no way to be sold independently or outside of the industry segment purchased.
 - d) The Licensee shall however be at liberty to make and publish (*including on its website*) reduced size copies of the Artworks for the purpose only of advertising the sale of the reproductions. In the case of online advertising.
 - e) The Licensee will NOT alter the Artwork in anyway (*excluding size/ scale*).

Intellectual Property

7. The ownership of the original Artworks, and the copyright therein shall remain vested in the Artist, subject to the terms of this Agreement.

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

Sale of Original Work

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

The Territory

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

The Term

10. Subject to the termination provisions contained at clause 14 below, the term of this Agreement shall be an open term (date) of use from the date hereof

Obligations of the Licensee

11. 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

12. 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 infringe the rights of any third party. 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

13. 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 integrity (the right to preserve the work from derogatory mutilation and distortion)

Termination

- 14.
- (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.