


Licensing	Revision Level: 0 Revision Date: 3/1/22	
Description: Artwork Agreement Form		

Benhalex Corp (insert name of company purchasing products) "Purchaser" grants to Zippo Manufacturing Company and its affiliates ("Zippo") the right to use, reproduce and distribute the marks and/or artwork attached to this authorization ("Artwork") on the products Purchaser is ordering ("Products") on the following terms:

1. Purchaser represents and warrants that (CHECK ONE):

- a. **Purchaser-owned Artwork (NO SIGNATURE NEEDED IN B):** Purchaser owns the intellectual property rights in the Artwork (i.e. it was created by Purchaser's employee in the course of his or her employment, or acquired by Purchaser from an independent contractor or pursuant to a written agreement), provided that Purchaser has no claim to any Zippo intellectual property that may be incorporated into the Artwork, which is the sole property of Zippo.

OR

- b. **Purchaser-licensed Artwork:** The owner of the Artwork granted Purchaser the right to use the Artwork on the Products, in which case (i) the license agreement must be attached to this agreement, **OR** (ii) the owner of the Artwork must sign the following statement:

I hereby represent and warrant that the Artwork is my original Artwork and I grant permission to Purchaser and Zippo to reproduce the Artwork on the Products. I agree that I have no claim to any Zippo intellectual property that may be incorporated into the Artwork, which is the sole property of Zippo.

Owner Name: _____

(Insert name of company that owns the artwork)

Signature: _____

Name and Title: _____

(Insert name/title of authorized signatory)

2. Purchaser represents and warrants that it has secured any further permission necessary to grant Zippo the rights granted herein, and that the individual(s) whose signature appears above and/or below has been duly authorized by all corporate action to execute this agreement.
3. Purchaser agrees that it will defend, indemnify and hold harmless Zippo from any fines, suits, proceedings, claims, demands, losses and actions of any kind, including attorneys' fees and costs, related to or arising from the use of the Artwork in connection with the Products.

Purchaser Name: Benhalex Corp
(insert name of company purchasing products)

Signature: *Omar Ismail*

Name and Title: Omar Ismail, Operations Manager
(Insert name/title of authorized signatory)

Date: ▲
(Insert date signed)