

# LEBATEx

We, LebaTex, Inc. confirm we have accepted the following “\_\_\_\_\_” (the “Customer”) Design(s):  
**LebaTex, Inc. Design Name and Number** – \_\_\_\_\_ By your signature below, you warrant that you are the owner (or the owner’s duly authorized agent), of the copyright and/or design under the *Copyright Act of 1976*, the *Copyright, Designs and Patents Act of 1988*, or other applicable law. You further agree that you are licensing to LebaTex, Inc., from this date, the right to reproduce the copyright work, prepare derivative works based on the copyrighted work, and distribute copies of the copyrighted work by sale, gift, and other means on behalf of and under the direction of the copyright owner and that such license will not violate any other party’s rights in the design.

Furthermore, you agree that you will, at your own expense, indemnify, defend, and hold harmless LebaTex, Inc., its officers, directors, employees and agents, against all liabilities, losses, damages and expenses, including but not limited to, a reasonable attorney’s fee, arising out of or in any way caused by a breach of the warranties set out above.

The venue for any claim or cause of action arising due to violation of the above warranties shall be proper only in New York.

**Customer Exclusivity Requirements:**

Customer retains exclusive use of the above referenced Design(s) for **HOSPITALITY & HEALTHCARE** products in **NAFTA** (the “Territory”). LebaTex, Inc retains all rights to the Design(s) outside the Territory.

Please return to LebaTex, Inc. a duly signed copy of this Agreement by email to [customs@lebatexinc.com](mailto:customs@lebatexinc.com) or by fax to (845)426-7966, on receipt of which production work will commence.

**Company:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name in Block Capitals:** \_\_\_\_\_

\_\_\_\_\_  
**LebaTex, Inc.**  
**Company Representative:**     Kathryn Gluibizzi