

LICENCE AGREEMENT

BETWEEN

Artist (**the Licensor**)

AND

Coleman Group Pty Ltd ABN 28 126 690 382 of Unit 7 / 2-4 Dunlop Street Strathfield South NSW 2136 (**the Licensee**)

Coleman Group Pty Ltd are the owners of the artworkz.com.au website.

LICENCE AGREEMENT

BETWEEN

The Artist (**the Licensor**)

AND

Coleman Group Pty Ltd ABN 28 126 690 382 of Unit 7 / 2-4 Dunlop Street Strathfield South NSW 2136 (**the Licensee**).

RECITALS

- A. A. The Licensor is the owner of the product (**the Product**) described in Part A of the Schedule.
- B. B. The Licensor has agreed to grant the Licensee the right to use the Product strictly on the terms contained in this Agreement and the Licensee has agreed to act as a Licensee of the Product on the terms in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 Grant of Licence

- 1.1 The Licensor hereby grants to the Licensee the non-exclusive licence to use the Product for the purpose (**the Purpose**) set out in Part B of the Schedule during the term (**the Term**) set out in Part C of the Schedule in the territory (**the Territory**) described in Part D of the Schedule.
- 1.2 The Licensee promises to the Licensor as an essential term of this Agreement that the Licensee will only use the Product for the Purpose in the Territory during the Term.

2 Licence Fee

- 2.1 It is an essential term of this Agreement that the Licensee pays to the Licensor the licence fee (the Licence Fee) as set out in Part E of the Schedule and at the times and in the manner set out in Part E of the Schedule.

3 Acknowledgement by the Licensee

- 3.1 The Licensee acknowledges and undertakes to the Licensor that:
- a. (a) the Licensee will not dispute or challenge the Licensor's exclusive ownership of the Product and all intellectual property therein;
 - b. (b) nothing in this Agreement confers on the Licensee any interest in the Product or right to use the Product except to the extent permitted in this Agreement;
- 3.2 The Licensee promises not by act or omission to bring the Licensor or the Product into disrepute and not to do anything that might harm the interest and reputation of the Licensor.

4 Relationship

- 4.1 The Licensor and the Licensee are not in partnership nor is there a joint venture between them. The Licensee is not an employee of the Licensor and nor is any person controlling the Licensee an employee of the Licensor.
- 4.2 Neither the Licensor nor the Licensee may represent to any person that the relationship between the Licensor and the Licensee is anything other than that of the Licensor and the Licensee.
- 4.3 The Licensee must not represent to any person that Licensee has any rights to use the Product other than for the Purpose in the Territory during the Term.

5 Confidentiality

- 5.1 The Licensee must keep confidential and must not disclose to any person any information disclosed by the Licensor to the Licensee concerning the Product which is:
- a. (a) marked confidential, private, or not to be disclosed or secret;
 - b. (b) by its nature confidential to the Licensor.

6 Co-Operation and Good faith

- 6.1 The parties will in all their dealings with each other act reasonably and in good faith.
- 6.2 Nothing in this clause prevents the Licensor or the Licensee from exercising any of their respective rights in the event of breach by the Licensee.

7 Whole Agreement

- 7.1 This Agreement represents the whole of the terms of the licence between the Licensor and the Licensee and all representations, undertakings, prior agreements or arrangements are expressly excluded.

8 General

- 8.1 All modifications to this Agreement must be in writing and be signed by duly authorised representatives of both parties.

8.2 Each party has had the opportunity before signing this Agreement to obtain separate and independent legal advice as to the effect of this Agreement upon that party.

8.3 Any waiver of any right or entitlement under this Agreement must be in writing signed by the party waiving that right or entitlement.

9 Jurisdiction and Proper Law

9.1 This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State/Territory in which the Licensee carries on the Business and if in more than one State/Territory, then in the State/Territory in which its registered office is. Any court proceedings brought to enforce any provision of this Agreement will be brought in courts of that State/Territory and the parties submit to the jurisdiction of those courts.

SCHEDULE

PART-A.

(Insert a description of the artwork / artworks here) to be used for reproduction purposes on the Artworkz.com.au website. Coleman Group Pty Ltd (**the Licensee**) own the Artworkz.com.au website. The Licensee will create limited edition wall prints and list on the Artworkz.com.au website for resale.

PART-B.

The Licensor grants Coleman Group Pty Ltd (**the Licensee**) the right to use images provided by the Licensor in the following sizes and limited reproduction runs listed on the Artworkz.com.au website.

| Size: | Dimensions | Quantity |
|--------------|-------------------|-----------------|
| XXL | 1800mm x 1350mm | TBD by Licensee |
| XL | 1125mm x 1500mm | TBD by Licensee |
| L | 1200mm x 900mm | TBD by Licensee |
| M | 800mm x 600mm | TBD by Licensee |
| S | 650mm x 500mm | TBD by Licensee |
| XS | 500mm x 375mm | TBD by Licensee |

PART-C.

Until limited edition print runs have sold out.

PART-D.

Australia and Worldwide.

PART-E.

The **Licence Fee** will be 10% of the net sale price excluding GST and freight costs of all prints using Licensor images or designs sold via artworkz.com.au website. A report of all sales using Licensor images for each month will provided by the Licensee to the Licensor. The **Licence Fee** payment will be made to the Licensors nominated PayPal account within 21 days from each calendar month end for the **Licence Fee** on previous month image sales. Any costs associated with receiving payment into the Licensor PayPal account will be at Licensors expense. The **Licence Fee** shall remain fixed for the term and print quantities nominated above in this agreement.