

Le Galeriste is a trademark of Against Nudity Inc; 300-8850 Parc Avenue, Montreal, QC, CA, H2N 2Y6

License Agreement For Digitized Artwork on Clothing and Fashion Accessories

This license agreement (“Agreement”) is entered into by and between the Artist identified below, as Licensor, and Against Nudity Inc. (“ANI”), as Licensee

Definitions:

AGAINST NUDITY INC: Abbreviated as “ANI” herein, a Canadian corporation, with contact information of 300-8850 Parc Avenue, Montreal, QC, CA, H2N 2Y6. Telephone: (514) 548-3345 and Email: info@legaleriste.com.

ARTIST: an independent contractor who has used a personal email address to login to Le Galeriste and who is currently submitting an Artwork for which he or she fully owns the rights and wishes to licence the Artwork to ANI under the terms of this Agreement.

ARTWORK: The artwork (including the images, graphics, digital assets and digital images) created or taken by the Artist, that is specifically identified in Artist’s submissions to ANI by title.

EFFECTIVE DATE: The date at which an Artwork has been submitted to ANI via the Artist Portal and the artist has voluntarily checked the box beside the mention “I have read and I accept the Terms & Conditions”, a mention which is clearly linked to the current Agreement.

NET REVENUE: The amount collected by ANI within a calendar quarter for the sale of products bearing the likeness of the Artwork, after deducting shipping charges and transaction fees. All amounts are in, or converted to, Canadian Dollars (CAD).

ROYALTIES: 10% to 25% of Net Revenue for sales made through AAP based on the following: if an artist has sold for over \$2,500 on AAP in a given quarter, the royalty rate is 25%. If an artist has sold between \$1,000 and \$2,500 on AAP in a given quarter, the royalty rate is 20%. If an artist has sold between \$500 and \$1,000 in a given quarter, the royalty rate is 15%. If an artist has sold between \$0 and \$500 on AAP, the royalty rate is 10%.

In addition, 5% of Net Revenue for sales through wholesale channels (i.e., sales or deliveries to intermediaries who facilitate sales to customers [Artist Name and Location are clearly indicated on all products shipped by ANI]).

Agreement:

WHEREAS the Artist created the digitized artwork (the “Artwork”), fully owns the rights to the Artwork and wishes to license to ANI, the latter accepting, such Artwork for reproduction on clothing and fashion accessories.

WHEREAS the Artist has submitted the Artwork to ANI using the Artist Portal on www.legaleriste.com, for possible display, distribution, and sale by ANI.

1. Grant of License: For Artwork that Artist has submitted to ANI using the Artist Portal for ANI’s reproduction, public display, distribution, and sale as described in this Agreement, and for which ANI is considered to have accepted such Artwork unless otherwise stated by writing, Artist hereby grants to ANI an exclusive worldwide license for the term described herein, to use and reproduce the Artwork on clothing, home and fashion accessories. Under this license, ANI is authorized to use:

- A. The Artwork in ANI's design, production, manufacturing, marketing, promotion, advertising, selling, distribution and merchandising of ANI's clothing and fashion accessories; and
- B. The Artist's name, appearance, voice, likeness, and biographical information in all media known or hereafter devised.

The Artwork itself, and all related images and rights, including copyright and ownership rights in the media in which the images are stored, remain the sole and exclusive property of the Artist. Artwork used for any purpose not directly related to this license must be with the express permission of the Artist and may include the payment of additional fees.

2. Alterations: Artist agrees that ANI may associate the Artwork with any of its brands or trademarks and ANI may make changes to the Artwork that ANI, in its discretion, may consider necessary to better adapt the Artwork to the wearable canvas, e.g., adjusting the color saturation to adapt to the fabric's content.

3. Payments: Royalty payments are sent to Artist using a Paypal transfer to the Artist's email he or she has used to login to Le Galeriste. Within 45 days after the end of each calendar quarter, ANI will provide a sales report and pay Royalties to Artist based on Net Revenue during the preceding quarter.

4. Technical Requirements: Artist will endeavor to provide ANI with high-resolution images of Artwork sufficient for ANI's needs, and biographical information of 50 to 100 words. It is ANI's responsibility to verify that the Artwork is suitable for reproduction. If ANI deems the Artwork unsuitable, and so notifies Artist, no license from Artist to ANI will become effective unless and until Artist resubmits the Artwork, and ANI accepts it. The Artist will not be liable for poor reproduction quality, delays, or consequential damages. The "Terms and Conditions" of the Licensee's website do not modify this Agreement.

5. Covenants, Warranties and Representations:

Artist warrants and represents to ANI that Artist:

- A. Created the Artwork and owns sufficient right, title and interest in and to the Artwork to enter into this Agreement;
- B. Has not granted any right or license to any other party in conflict with this Agreement or that would in any way conflict with the right and license hereby granted to ANI and the Artwork does not infringe on any rights (including but not limited to copyright) of any third party;
- C. Shall not compete with ANI's license, nor grant to others any license that competes with ANI, either directly or indirectly. Upon notification by ANI to Artist that an identifiable third party is improperly competing with ANI by offering the Artwork on clothing, home or fashion accessories, Artist will:
 - a. Immediately notify said third party to cease and desist, and endeavor to remove the source of supply of the Artwork to said third party; and
 - b. cooperate with ANI's efforts to cause said third party to stop such activities.
- D. Will make the Artwork available to ANI throughout the term of this Agreement.

ANI covenants, warrants and represents to Artist that ANI will:

- i. In ANI's discretion, review and accept Artwork for reproduction on clothing and fashion accessories;
- ii. Pay Artist the Royalties described in this Agreement;
- iii. Clearly state the Artist's name on product labels;
- iv. Release ANI's rights to Artwork not displayed, produced, or sold during the term of this Agreement;

The parties covenant, warrant, and represent to each other that:

1. Neither Artist, nor Artist's employees and contract personnel are employees of ANI; no agency, partnership, joint venture, or employer-employee relationship is intended or created by this

Agreement; neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement; the Artwork shall not be deemed a work for hire as defined under Copyright Law;

2. Only ANI's sales reports to Artist shall be considered accurate. Artist may not rely upon ANI's claims of inventories or sales that may differ from reality ("puffing") to enhance the image of ANI and Artist;
3. Artist has no obligation to retain or archive any Artwork delivered to ANI.

6. Mutual Indemnification: Each party shall indemnify and hold the other party harmless against any claims and expenses, including reasonable attorney's fees, arising out of or related to the other party's breach of this Agreement.

7. Entire Agreement: This Agreement constitutes the entire agreement between ANI and Artist, and supersedes any prior oral or written agreement between the parties with respect to the Artwork. Neither party may assign their rights or obligations under this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement. No modification of this Agreement shall be binding unless confirmed in writing and signed by both parties.

8. Artist Rights: Artist may display the Artwork on a website owned and/or operated by Artist and may use and display the Artwork for any purpose other than commercial purposes promoting clothing and/or fashion accessories.

9. Acts of Infringement: If at any time either party becomes aware that the Artwork has been used, reproduced, or displayed for any clothing and fashion related commercial purposes by a third party, and/or that Artwork has been offered for sale, sold, licensed, or assigned to a third party, the party discovering such event will immediately notify the other party so that appropriate action may be taken.

10. Jurisdiction: This Agreement shall be governed by the laws of the Province of Quebec in Canada without regard to its conflict of law provisions and without regard to the actual state or country of incorporation or residence of either party. Artist agrees to submit to the personal and exclusive jurisdiction of the courts located in Montreal, Quebec, in connection with any action arising under this Agreement.

11. Language. The Parties have expressly required that this Agreement and all ancillary documents be in the English language. Artist and ANI acknowledge and agree that they have read and understand the terms of this Agreement. *Les parties aux présentes ont expressément demandé que ce contrat ainsi que tout document accessoire y a afférant soient rédigés en langue anglaise.*

12. Term. The term of this Agreement will commence on the Effective Date and terminate one calendar year later. This Agreement shall automatically renew for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term. Upon termination of this Agreement for any reason, ANI will remove the Artwork in ANI's possession from ANI's media and website.

No signature is required.

Being this Agreement's author, ANI is considered to have agreed to the terms above mentioned.

This Agreement can only be seen when Artist has begun uploading Artwork to www.legaleriste.com

The Artist will be considered to have signed this Agreement at the moment they voluntarily checked the box besides the mention "I have read and I accept the Terms & Conditions" to which this contract is clearly linked.