

Terms and conditions

1. Defined Terms

In these Terms and Conditions, "Artist", "Artwork", "Territory", "Period", "Licensed Goods", "Licensed Use", "Customer", "Fee", "Royalty", "Delivery Date", "Return Date", and "Credit Line" have the meanings given to them in the Particulars [overleaf] [to which these Terms and Conditions are attached]. "Astound" means Astound Inc acting as sole agent for the Artist.

2. License

2.1 Subject to the payment of the Fee and (if applicable) the Royalty by the Customer to Astound Inc when due, Astound Inc grants to Customer a non-exclusive/ exclusive license to reproduce the Artwork solely for the purposes of the manufacture, distribution and sale of the Licensed Goods or for the purposes of the Licensed Use (as appropriate) in the Territory for the Period, or until earlier termination of this license in accordance with the provisions of clause 9 below. In the case of a license to manufacture Licensed Goods, the license also includes the right to reproduce the Artwork in advertising and promotional material for the Licensed Goods. 2.2 If, at any time during the Period the Artwork has not been exploited by the Customer by way of manufacture, distribution and sale of the Licensed Goods or for the purposes of the Licensed Use for a consecutive period of 12 months, Astound Inc may serve a written notice upon the Customer terminating the license granted under clause 2.1 in respect of the Artwork which notice shall take effect upon delivery. For the avoidance of doubt Licensed Goods as stated in the particulars will relate to traditional retail models and unless stated as such excludes electronic sales and bespoke publishing via print on demand.

3. Delivery of Artwork

Astound Inc shall use its reasonable endeavours to procure the delivery of the Artwork to the Customer by the Delivery Date. Time shall not be of the essence for the purpose of this clause and, Astound Inc shall not be liable for any loss (including without prejudice to the generality of foregoing any consequential loss or loss of profits) incurred by the Customer if delivery of the Artwork is not made by the Delivery Date.

4. Payment

4.1 The Customer shall pay the Fee to Astound Inc by the end of the calendar month following the month in which Astound Inc's invoice is issued which Fee shall be on account of Royalties due to Astound Inc under clause. 4.2 In addition to the payment of the Fee, the Customer shall pay to Astound Inc the Royalty which shall be calculated as a percentage of the Net [Wholesale][Retail] Price of all the Licensed Goods sold or otherwise disposed of by the Customer during the Period. The Net [Wholesale][Retail] Price of the Licensed Goods shall be the [wholesale][retail] price, excluding Value Added Tax, at which the Licensed Goods are sold [by the Customer to the retailer][to the public]. 4.3 The Customer shall pay interest to Astound Inc on any late payments of the Fee or Royalty at the rate of 4% per annum over Barclays Bank PLC base rate from time to time from the date such payment fell due until receipt by Astound Inc of the full amount due, whether before or after judgement. 4.4 All payments to be made under this license shall be exclusive of applicable taxes and any applicable taxes shall be paid in addition to such payments.

5. Records and Inspection

5.1 The Customer shall keep true and accurate accounts and records of the sale and disposal of all Licensed Goods and the aggregate Net Retail Price received in respect thereof together with any other information relevant to the computation of the Royalty (if applicable). The Customer shall within 14 days of the end of each [calendar month/quarter] during the Period send to Astound Inc a full statement showing the number of Licensed Goods sold or otherwise disposed of during that period, and the aggregate Net Retail Price in respect thereof, together with a remittance for the Royalty due to Astound Inc. 5.2 The Customer shall, on request, allow Astound Inc, or its auditors, to inspect, audit and take copies of the Customer's accounts and records insofar as necessary to verify sales and other disposals of the Licensed Goods and the aggregate of the Net Retail Price in respect thereof and the Royalty due to Astound Inc. If the sums paid by the Customer to Astound Inc are less than the amount certified as due by such auditors, the Customer shall pay the outstanding balance and (if the said balance exceeds \$2,000 or 10% of the amount due, whichever is the smaller) the auditor's fees to Astound Inc within seven (7) days of the date of the auditors' certificate. 5.3 All sums shall be paid in full without deductions except only for such tax as the Customer is legally bound to withhold. The Customer shall provide official tax receipts in respect of such deductions and shall provide all documentation in relation to the withholding that Astound Inc requires in order to recover the withheld tax.

6. Return of Artwork

The Customer shall return the Artwork to Astound Inc by the Return Date.

7. Loss of Artwork

7.1 Risk in the Artwork shall pass to the Customer at the time of despatch to you from Astound Inc or the Artist (as applicable). The Artwork shall remain at the Customer's risk until it has been returned to and received by Astound Inc in accordance with the terms of clause 6.

8. Quality of Licensed Goods

8.1 The Customer shall ensure that any reproductions of the Artwork for the Licensed Use shall be of first class technical and pictorial quality and that the Licensed Goods are manufactured to a high standard of quality and shall, if requested by Astound Inc, submit samples of the Licensed Goods to Astound Inc for their approval prior to any distribution, sale or disposal of any Licensed Products. If such approval is requested, no Licensed Goods shall be distributed or sold by the Customer without such prior written approval.

8.2 The Customer shall comply with all applicable laws, safety standards, codes and regulations relating to the manufacture, sale, distribution or other dealing with the Licensed Goods in the Territory.

9. Termination and Consequences of Termination

9.1 Astound Inc may terminate the License immediately by notice in writing at any time to the Customer if: (a) the Customer commits a material breach of any of the terms or conditions of this License unless such breach is remedied (if capable of remedy) within fourteen (14) days of notice given by Astound Inc requiring the Customer to do so; (b) if the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors or if a receiving order is made against the Customer or if (being a company) an order is made or a resolution is passed for the winding up of the Customer or for the appointment of an administrator to manage the Customer's affairs, business and property or if a receiver

is appointed of any of the Customer's assets or undertaking or if circumstances arise which entitle the Court to make a winding-up order.

9.2 Upon the termination or expiration of this License for any reason all Royalty and other monies accrued due hereunder shall become immediately due and payable to Astound Inc and, subject to clause 10.1, the Customer shall within thirty (30) days deliver to Astound Inc or otherwise dispose of in accordance with the directions of Astound Inc the Artwork, all Licensed Goods, samples thereof and any advertising, promotional or sales material relating to the Licensed Products then in the possession of the Customer. The Customer shall cease to manufacture, distribute, advertise or sell the Licensed Products.

9.3 Upon termination or expiration of this License subject to any rights or obligations which have accrued prior to termination and to the continued existence and validity of the rights and obligations of the parties under those clauses which are expressed to survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement, neither party shall have any further obligation to the other under this Agreement.

9.4 Upon termination or expiration of this License other than in accordance with the provisions of clause 9.1, the Customer shall be entitled for a period of up to 6 months following such termination or expiration, to distribute, sell and deal any Licensed Goods in its possession and manufactured prior to the date of termination or expiration. For the avoidance of doubt, Royalties shall be due to Astound Inc on any Licensed Goods sold or otherwise disposed of during this period.

10. Alterations

10.1 The Customer shall not in any way modify, alter, amend or adapt the Artwork or permit the Artwork to be altered, amended, adapted or modified in any way.

10.2 The Customer shall not use the Artwork in anything other than its original form save that the Customer may overprint text on reproductions of Artwork and apply colour enhancement to reproductions of the Artwork.

11. Artist

The Customer hereby acknowledges that Astound Inc has been appointed as the Artist's sole agent in respect of the exploitation of the Artwork and all any other artistic works created by the Artist and the Customer hereby agrees that if the Customer wishes to acquire an additional license to reproduce and exploit such Artwork and other artistic works the Customer shall acquire such a license from Astound Inc and not from the Artist directly.

12. Assignability

In the case of a non-assignable license, this license is personal to the Customer, and the Customer shall not assign its rights or obligations hereunder to a third party save that if the Customer is a company, this license may be assigned to an affiliate. In case of an assignable license, the Customer may assign the benefit of this License to a third party.

13. Liability and Indemnity

13.1 Astound Inc shall not be liable to the Customer for any loss or damage suffered or incurred by the Customer as a result of the Artwork or the Licensed Goods breaching any copyright, intellectual property rights or any other rights of any third party.

13.2 Astound will accept liability for exclusivity of the Artwork to an extent of five times the original license fee.

13.3 The Customer shall indemnify Astound Inc and hold it harmless against any costs, claims, damages, demands, liabilities or expenses (including legal fees and expenses) awarded against or incurred or paid by Astound Inc arising out of or in connection with any breach by the Customer of any of its obligations under this Agreement.

14. Export Duties

The Customer is responsible for any customs, duties or local taxes in whatever form incurred, and Astound Inc does not accept any liability for these charges.

15. Credit Line and Copyright Notice

15.1 The Customer hereby agrees that the Credit Line shall be included on all Licensed Goods. Astound Inc hereby asserts on behalf of the Artist, the Artist's right to be identified as the author of the Artwork in accordance with all applicable laws.

15.2 Each and every one of the Licensed Goods including the packaging, advertisements and other related material shall contain such copyright notices as shall be required and/or approved by Astound Inc.

16. Warranties

16.1 Astound Inc warrants: (a) it is the exclusive Licensee of the Artwork and entitled to enter into this license; (b) to the best of its knowledge and belief the Artwork does not infringe the copyright or any other right of any other person; (c) to the best of its knowledge and belief the does not contain any defamatory or obscene statement or matter; and (d) it has not previously licensed, assigned, granted or in any way encumbered the Artwork so as to derogate from the license hereby granted.

17. Severability

If any provision of these terms and conditions is declared by court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.

18. Entire Agreement and Variation

This Agreement supersedes all prior agreements, negotiations and discussions between the parties relating thereto. No amendment or other variation to this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties.

19. Notices

All notices required or permitted under this Agreement shall be in written form and shall be sent to the addresses set out in the Particulars to which these Terms and Conditions are attached and shall be given by electronic mail, personal delivery, post or transmitted by facsimile and if sent by post shall be deemed to have been delivered (in the case of domestic mail) 48 hours after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted, if delivered personally shall be deemed to have been delivered when it is received and in the case of notices sent by facsimile, when it has been successfully transmitted.

20. Governing Law

This License shall be governed by and construed in accordance with the laws of New York and the parties submit to the jurisdiction of the State and Federal courts in the County and State of New York.