

The artworks submitted will be used for 15cm x 15cm greetings cards and the Artist will receive 30p per card sold of each design. Artworks will be supplied in the provided templates.

Artworks shall remain the property of the Artist and will be appropriately credited. Designs (in greeting card form) may be sold directly by the Artist on B2C basis via sites such as Etsy, Notonthehighstreet, their own website or at independent art markets. Exclusive use of the artworks on greetings cards will be granted to Wuzci Ltd as detailed in *Terms of Copyright Licence to Be Granted* below and shall not be supplied to any business considered a direct competitor to Wuzci Ltd. These include, but are not limited to, Paperchase, Hallmark, Uk Greetings, Clinton's, Funky Pigeon, Moonpig and Scribblr.

#### **TERMS OF COPYRIGHT LICENCE TO BE GRANTED:**

**Use:** Online card store <https://www.wuzci.com/> and the Wuzci Ltd Amazon store, physical card products and marketing

**Area covered by licence:** World wide

**Duration:** 5 Years. Further licence agreement to be agreed on at the end of this period if the Artist and the Client wish to do so.

**Exclusive/Non Exclusive:** Exclusive

The terms and conditions for this commission and for the later licensing of any rights are shown on the back of this page. Please review them with the above and let me know immediately if you have any objection or queries. Otherwise it will be understood that you have accepted them.

THIS COMMISSION IS SUBJECT TO ALL TERMS AND CONDITIONS ON FOLLOWING PAGES

## TERMS AND CONDITIONS

The *Terms and Conditions* refer to *Wuzci Ltd* as the *Client*.

The commissioned artist will be referred to as the *Artist*.

### **Ownership of Copyright/Copyright Licence**

1. The copyright in artwork commissioned by the Client shall be retained by the Artist for the agreed duration of time.
2. The Client or the Client's customer (where the Client is acting as an intermediary) is granted a licence to reproduce the artwork solely for the purpose set out on the face of the acceptance of commission. If the acceptance of commission is silent, the Client or the Client's customer is granted an exclusive licence for one time use in the United Kingdom only.
3. During the currency of the licence the Artist shall notify the Client of any proposed exploitation of the artwork for purposes other than self-promotion and the Client shall have the right to make reasonable objections if such exploitation is likely to be detrimental to the business of the Client or the Client's customer.
4. Where the use of the artwork is restricted, the Artist will nominally grant the Client or the Client's customer a licence for use for other purposes subject to payment of a further fee in line with current licensing rates to be mutually agreed between the Artist and the Client.
5. The licence hereby granted to use the artwork is contingent upon the Artist having received payment in full of all monies due to her/him and no reproduction or publication rights are granted unless and until all sums due under this Agreement have been paid.
6. The licence hereby granted is personal to the Client or the Client's customer (where the Client is acting as an intermediary) and the rights may not be assigned or sub-licensed to third parties without the Artists' consent.

### **Payment**

1. Payment for cards sold each month will be made on the 2nd day of the following month (e.g payment for cards sold in January will be received 2nd February).

### **Cancellation**

1. The Client will retain the right to remove any artworks from the design catalogue. Notice and Reasons for removal will be detailed to the Artist.
2. A request from the Artist to remove any artworks (covered by this agreement) from the design catalogue is subject to further agreement between the Artist and the Client.

### **Delivery**

1. The Artist will use the provided templates for all artworks. Any artworks provided not complying to provided guidelines can not be used until rectified.

### **Approval/Rejection**

1. The Client reserves the right to reject any artworks deemed defamatory, racist, abusive to a specific group or outside of the Client's core values.
2. All artworks must be approved by the Client. Any amendments will be discussed between the Client and the Artist.

### **Warranties**

1. Except where the artwork is based on reference material or visuals supplied by the Client or where otherwise agreed, the Artist warrants that the artwork is original and does not infringe any existing copyright and further warrants that she/he has not used the artwork elsewhere.
2. The Client does not accept any liability for any infringement of copyrighted material and any incidents will result in the artwork in question being removed from the design catalogue.

#### **Ownership of Artwork**

1. The Artist shall retain ownership of all artwork (including roughs and other materials) delivered to the Client.
2. The Artists' original artwork shall not be intentionally destroyed, damaged, altered, retouched, modified or changed in any way whatsoever without the written consent of the illustrator.

#### **Credits/Moral Rights**

1. The Client shall ensure the Artist is credited in any editorial use of the artwork. Credits for non-editorial use are not required unless so indicated on the front of the form.
2. Intentionally removed.

#### **Samples**

1. Unless otherwise agreed, the Artist shall be entitled to receive three sample cards on request.

#### **Notices**

1. All notices shall be sent to the Artist and to the Client at the address stated in this Agreement. Each party shall give written notification of any change of address to the other party prior to the date of such change.

#### **Governing Law**

1. These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the English Courts.