

ROYALTY FREE COPYRIGHT LICENCE TERMS (ARTISTIC WORK)

Please read these terms carefully before you submit your Artwork to us.

Information about us and how to contact us. For any questions or problems relating to our Platform, our products or services, or these terms, you can contact us by emailing us at info@boxlite.com.hk.

Parties

- (1) Clean-Light Limited, a company registered in Hong Kong. Company registration number is 67685433 and our registered office is at 11/F Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong (the “**Licensee**”).
- (2) User of our Platform submitting Artwork and becoming an Boxlite Artist. **By submitting your artwork, you agree to these terms.** If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity. (the “**Licensor**”)

Background

- (A) The Licensor owns copyright in the Artwork (as defined below).
- (B) The Licensor has agreed to license the copyright in the Artwork to the Licensee on the terms and conditions set out in this Agreement (“**Agreement**”).

Agreed terms

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement.

Artwork: the artistic work as submitted through Licensee website www.boxlite.com.hk (“**Platform**”)

Licence Fee: five United States dollars (USD 5.00) per sold Boxlite using the Licensors artwork through Platform.

Rights: all copyright and all accrued rights in the nature of non-exclusive copyright subsisting in the Artwork to which the Licensor is now or may at any time after the date of this Agreement become entitled in any part of the world.

Term: the full period of copyright in the Artwork.

Territory: worldwide.

Platform: www.boxlite.com.hk

- 1.2 Clause and schedule headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to writing or written includes fax and e-mail.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 The expression “copyright” shall include the entire copyright, design right, rental right, right of reproduction, right of making available to the public and distribution right subsisting now or created at any time during the Term under the laws of Hong Kong and all analogous rights subsisting now or created at any time during the Term under the laws of each and every other jurisdiction throughout the Territory.

2 **Licence**

- 2.1 Pursuant to this Agreement and in consideration of and subject to the obligations undertaken by the Licensee under this Agreement, the Licensor hereby absolutely licenses the Rights to the Licensee to do any act restricted by the Rights throughout the Territory for the Term.

3 **Payment**

The Licensee shall pay the Licence Fee to the Licensor within ten (10) days from the end of the month for sales generated during the month by such means as agreed between the Licensor and the Licensee.

4 **Licensor's warranties**

- 4.1 The Licensor warrants that:
 - (a) the Licensor is the sole and exclusive owner of the Rights and has full power to enter into this Agreement;
 - (b) the Licensor has not previously assigned or licensed the Rights to any third party affecting this Agreement; and

(c) the Artwork contains nothing which is defamatory, libellous, or otherwise unlawful, or in breach of any obligation of confidence or of any right of privacy, and the exploitation of the Rights by the Licensee will not infringe the copyright or any other rights of any third party.

4.2 The Licensor will keep the Licensee indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Licensee on the advice of its legal advisers to compromise or settle any claim), and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

5 **Protection of the rights**

5.1 The Licensee undertakes to immediately notify the Licensor in writing with full particulars if any of the following matters come to its attention:

- (a) any actual, suspected or threatened infringement of the Rights;
- (b) any claim made or threatened that the Artwork infringes the rights of any third party; or
- (c) any other form of charge or claim to which the Rights may be subject.

5.2 In respect of any of the matters listed in Clause 5.1, unless the Licensor and the Licensee otherwise agree in writing:

- (a) the Licensor is liable to take action (if any);
- (b) the Licensor shall conduct all claims and proceedings;
- (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance reasonably requested by the Licensor in the conduct of any claims or proceedings; and
- (d) the Licensor shall bear all costs and expenses for the proceedings and shall be entitled to retain all sums recovered in any action for its own account.

5.3 The Licensor shall indemnify the Licensee against all liabilities, losses and costs suffered or incurred by the Licensee arising out of or in connection with any breach of 3rd party rights by the Artwork.

6 **Entire agreement**

6.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

7 Waiver

7.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

7.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

7.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

8 Assignment and other dealings

This Agreement is personal to the parties and neither party shall without the prior written consent of the other party assign, sub-license, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

9 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10 No partnership or agency

10.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of

another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11 **Rights of third parties**

This Agreement is personal to the parties. The provisions of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) do not apply to this Agreement. No person who is not a party to this Agreement (whether or not such person is named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified in this Agreement) shall have any right under the Contracts (Rights of Third Parties) Ordinance to enforce this Agreement or to enjoy the benefit of any term of this Agreement.

12 **Notices**

All notices required or permitted by this Agreement shall be in writing and shall be sent to the recipient at its address set out in this Agreement, or such other address as notified by the recipient to other parties from time to time.

13 **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

This Agreement has been entered into on the date Licensor submits Artwork through Platform to Licensee.