



ARTIST DESIGN LICENSE AGREEMENT **Rev. 1.27.2016**

This Agreement is made and entered into as of _____ (the "Effective Date")
between Greeting Card Garage LLC (the "Company"), a limited liability company existing under
the laws of the State of Arizona and having its principle office at 1928 E. Highland
#F104-271, Phoenix, Arizona 85016 and _____ (the "Artist"),
(collectively, the "Parties").

WHEREAS, the Company requests the Artist to perform services for it and may request the Artist to perform other services in the future;
WHEREAS, the Company and the Artist desire to enter into an agreement, which will define respective rights and duties as to all services to be performed; and,
WHEREAS, the Artist affirms that he or she understands all of the provisions contained in this Agreement, and in the case that he or she requires clarification as to one or more of the provisions contained herein, he or she has requested clarification or otherwise sought legal guidance.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1.0 Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1.

1.1 The "Agreement" means the entire content of this document, together with any accompanying appendices, duplicates, copies, exhibits, schedules or attachments hereto.

1.2 The "Designs" means any and all materials, artwork, sketches, visual designs, visual elements, graphic designs, illustrations, photography, writings, concepts and any other creative content provided and/or developed by the Artist for use by the Company as part of the Products.

1.3 The "Intellectual Property" means any and all patents, copyrights, trade secrets and trademarks, and registration of, applications to apply for and priority rights based on, the foregoing, owned or controlled by the Artist at the time of the Effective Date related to the Designs that are necessary or useful for the development, manufacture, use or commercialization of the Products.

1.4 The "Products" means any and all works, goods, services or other work products developed by, or commissioned by, the Company, under this Agreement and potentially incorporating and/or utilizing the Designs and/or the Intellectual Property.

2.0 License.

2.1 Beginning on the Effective Date, and remaining in effect for the Term of this Agreement, the Artist hereby grants to the Company, a non-exclusive, transferable, sub-licensable, worldwide license to use the Designs and the Intellectual Property provided by the Artist as it sees fit, to, including, but not limited to, make, have made, use, import, export, offer for sale and sell Products.

2.2 Nothing in this Agreement shall be construed (expressly or by implication) as granting or conveying to the Company, or as otherwise creating, any licenses or other rights or interests in or to any Intellectual Property and/or Designs owned or controlled by the Artist other than the specific licenses to the Intellectual Property and Designs that are expressly granted under this Agreement.

3.0 Ownership of Intellectual Property and Designs.

3.1 The Artist shall retain sole and exclusive ownership of all rights, title and interest in and to the Intellectual Property and/or the Designs, subject to the licenses granted to Company under this Agreement. The Artist shall also retain all rights under and to the Intellectual Property and/or the Designs that are not expressly granted to the Company and shall have the right to grant further licenses to third parties with respect to such retained rights.

3.2 The Artist shall be solely responsible, at its own expense, for all aspects of the prosecution, maintenance, enforcement and defense of all applications and registrations that are included in the Intellectual Property and/or the Designs. The Artist's rights and responsibilities in that regard shall include sole and final decision making authority with respect to all such matters (as determined by the Artist in his or her sole discretion).

3.3 The Company is under no obligation to notify the Artist of any third party actions which may constitute infringement of the Intellectual Property and/or the Designs, or if any third party initiates actions seeking to invalidate or contest the enforceability or validity of any of the Intellectual Property and/or the Designs, unless otherwise specified herein.

4.0 Artist Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Artist makes the following representations and warranties.

4.1 The Artist represents and warrants that he or she is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Artist and any other person, firm or organization or any law or governmental regulation.

4.2 The Artist represents and warrants that the Designs and Intellectual Property and any other materials and content produced in connection with the Designs do not infringe on or violate the legal rights of any third-party.

4.3 The Artist represents and warrants that he or she is more than eighteen (18) years of age and not otherwise incapacitated at the time of this Agreement.

4.4 The Artist represents and warrants that the Artist has complied with all applicable laws in the manufacture, and/or obtaining of, the Designs and Intellectual Property.

5.0 Compensation.

5.1 The Artist shall receive as complete compensation for the license set out in this Agreement, a royalty, agreed upon between the parties and set forth in the attached pay schedule for each sale made by the Company of Products incorporating and/or utilizing the specific Designs and/or the Intellectual Property of the Artist

5.2 Compensation shall be paid by the Company on a quarterly basis at the end of the month following the end of the Quarter. Q1: January, February, March – paid end of April. Q2: April, May, June – paid end of July. Q3: July, August, September – paid end of October. Q4: October, November, December – Paid end of January.

5.3 The Artist shall receive no compensation for the sale of Products incorporating and/or utilizing the Designs and/or the Intellectual Property of other artists by the Company.

5.4 The compensation set out in this Section 5 of the Agreement is subject to change, by the Company, at any time pursuant to notice from the Company.

6.0 Confidential Information

6.1 Company and the Artist understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets and any other information that the receiving party reasonably should know is confidential (“Confidential Information”). Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law. This Section shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosures. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party, except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, agents and representatives on a need-to-know basis, or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this Section, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Neither party shall use any Confidential Information received from the

other party except as may be necessary in its performance under this Agreement. The parties acknowledge that unauthorized use by a party of the other party's Confidential Information will diminish the value of such information and that breach of this obligation may cause irreparable harm and entitle the non-breaching party to seek injunctive relief to protect its interest herein, in addition to any other monetary or other remedies it may be entitled to hereunder.

7.0 Liability.

7.1 The Company shall not be responsible for any costs incurred by the Artist in furtherance of this Agreement or otherwise, such as, licensing fees and/or equipment fees. All services under this Agreement shall be performed at the full expense of the Artist.

7.2 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

8.0 Disclaimer of Warranty.

8.1 THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

9.0 Indemnification.

9.1 The Artist agrees to indemnify, hold harmless, and defend the Company, its officers, directors, successor, assigns, agents and employees, from any and all claims, demands, suits, actions, proceedings, costs, damages, expenses (including reasonable attorneys' fees and costs), and/or losses of any kind arising out of or resulting from any claims that (a) the Artist breached any representations and warranties made in this Agreement, (b) the Artist breached or allegedly breached its confidentiality obligations hereunder, and (c) claims relating to the Artist's Intellectual Property, Designs, or any other materials provided by or made available by the Artist. The Artist's obligations are conditioned upon the Company: (i) giving the Artist written notice of any claim, action, suit and proceeding for which the Company is seeking indemnity; (ii) granting control of the defense and settlement to the Artist; and (iii) providing, at the Artist's expense, reasonable assistance in the defense or settlement thereof. In any event, the Company shall have the right to participate, at its own expense, in the defense or settlement of any claim, action, suit and proceeding that is the subject of an indemnification obligation. If any settlement results in any ongoing liability to, or prejudices or detrimentally impacts Company, and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require the Company's written consent, which consent shall not be unreasonably withheld.

10.0 Duration, Scope and Severability.

10.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely (the "Term"), or until terminated pursuant to this Section 10 of the Agreement.

10.2 Either party may terminate this Agreement for any reason upon ten (10) days written notice to the other party. Either party may terminate this Agreement for cause immediately upon written notice to the breaching party. To satisfy this notice requirement, written notice under this provision must be provided at the following:

FOR GREETING CARD GARAGE LLC, to:

Greeting Card Garage LLC
1928 E. Highland #F104-271
Phoenix, Arizona 85016

and

Edmundo P. Robaina
Robaina & Kresin PLLC
1 E. Camelback Road, Ste. 710
Phoenix, Arizona 85012

FOR the Artist, to:

10.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

10.4 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

10.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.6 No modifications to this Agreement shall be binding upon the Company without the express written consent of the Company.

10.7 This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers and assigns, and shall inure to the administrators, predecessors, successors and assignees of each of the Parties.

11.0 Governing Law and Jurisdiction.

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona with- out reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Arizona. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF ARIZONA.

12.0 Waiver of Rights.

12.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

GREETING CARD GARAGE, LLC

CONTRIBUTING ARTIST

(Signed)

Date

(Signed)

[Print Name]

[Print Name]

COMPENSATION:

We start off paying \$0.30 (Thirty) every time your art is chosen and sold. Artwork that becomes a popular choice with our customer base will be eligible for renegotiation to and increased royalty amount.