

# Design transfer agreement

This Design Transfer Agreement ("**Agreement**") sets forth the legally binding terms between a Designer and a Customer for the sale of one or more Sold Design(s) through the Project Service.

By sending an invoice through the Project Service, Designer is accepting this Agreement and represents and warrants that it has the right, authority, and capacity to enter into this Agreement. By paying for an invoice through the Project Service, Customer is accepting this Agreement and represents and warrants that it has the right, authority, and capacity to enter into this Agreement.

1. **Overview.** 99designs Pty Ltd ("**99designs**") provides an online platform, subject to "Terms of Use" , that connects Customers who wish to purchase designs and Designers who wish to provide such designs, including, for example, through the Project Service. This Agreement is effective as of the date of the first invoice payment made by Customer through the Project Service as identified in 99designs' systems ("**Effective Date**"). This Agreement governs and applies to each Sold Design sold through the Project Services after the Effective Date. 99designs is not a party to this Agreement. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in the Terms of Use.

2. **Delivery and Payment.** Designer will deliver the Sold Design to Customer as required by the Terms of Use. Customer will pay for the Sold Design as required by the Terms of Use. The price for the Sold Design is specified in the invoice paid through the Project Service.

3. **Assignment.** Upon Designer's receipt of payment for the Sold Design as provided in the Terms of Use, Designer hereby irrevocably and perpetually assigns to Customer all right, title and interest worldwide in and to the Sold Design and all intellectual property rights therein, including the rights to reproduce, make derivative works of, distribute, publicly perform, and publicly display the Sold Design. Designer cannot use the Sold Design for Designer's own purposes or sell or license the Sold Design to any other person. The foregoing assignment will remain in effect in perpetuity. Without limiting the scope of the foregoing assignment, Designer assigns to Customer all rights described here.

4. **Representations, Warranties, Indemnity.** Designer represents and warrants that (a) it has all rights necessary (including any third party licenses required) to grant the foregoing

assignment and (b) unless disclosed by Designer when initially submitting the Sold Design to the Project Service, Designer represents and warrants that the Sold Design does not contain any intellectual property right licensed from a third party. Designer will defend, indemnify, and hold harmless Customer from and against any and all claims, suits, actions, costs, expenses, damages, losses, and liabilities based on any claim that the Sold Design infringes or misappropriates a third party's intellectual property rights.

5. **99designs.** Each party agrees that 99designs and its third-party providers are intended third party beneficiaries of this Agreement. Each party hereby releases, and will defend, indemnify, and hold harmless, 99designs and its third-party providers from any and all claims, suits, actions, costs, expenses, damages, losses, and liabilities related to either party's breach of this Agreement.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between a Designer and a Customer regarding the sale of the applicable Sold Design. A party's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Each party's relationship to the other is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and the rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by a party without the other party's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.



**Marko Nedeljkovic** signed design transfer

May 8 2015 4:08 PM

agreement



**James Messinger** signed design transfer

May 8 2015 4:56 PM

agreement

