

This Artist Licensing Agreement (the "Agreement") is entered into effective this date, **February 20, 2024**, by and between **Christopher Lane and _____** (hereinafter referred to as "the Client") and **Andrew Yong** (hereinafter referred to as "the Artist").

1. Scope of this Agreement: This Agreement applies to any image, graphics, digital assets, or digital images created or taken by Artist and delivered to the Client (collectively known as the "Images") in relation to the creation of the table top game, and any subsequent expansions, as described in **Exhibit A** (referred to as "the Product") bearing Images. This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

2. Rights: All original Images, remain the sole and exclusive property of the Artist. This license provides the Client with the perpetual, and universal right to reproduce, publicly display, and distribute the Images in any way that the Client deems fit, in the Client's sole discretion. The Artist retains the sole right to display and reproduce prints of the Images for sale as long as the prints are not sold in association with any other board games, card games, virtual board games, table top games, or at any events or stores where the Client is displaying or selling Products. Artist also retains the right to display any work done for self-promotion, as part of a portfolio, or in online galleries of Artist's work.

3. Relationship of the Parties: The parties agree that Artist is an independent contractor, and that neither Artist, nor Artist's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Artist and the Images or any other deliverables prepared by Artist shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

4. Creation: Artist will use their best efforts to: (a) ensure that the Images conform to Client's specifications in both content and medium; and (b) submit all Images to Client in a high-res digital format, on or before the applicable deadlines. The Images to be delivered are delineated in Exhibit A attached hereto and made a part hereof by reference.

The project price quoted includes one major or three minor revisions per Image. If Client requires more than one major revision or more than three minor revisions, Artist may bill the Client for the extra time required beyond those at a rate of **\$50 per hour**. Artist is required to provide a reasonably accurate quote to the best of their ability, and Client must subsequently approve said quote before extra work is to be started. The parties will use their best efforts to agree upon what constitutes major and minor revisions based on what is commercially reasonable.

The Artist shall make every effort to ensure the final Images to a reasonable degree matches the Client's specifications for the images before giving the final Images to the Client. Further revision after Images are submitted may be billed at the rate and method stated previously.

5. Duration: This Agreement commences on the day listed above, and continues through Completion date, at which point all Work for the Project as itemized in Exhibit A is expected to be completed to Client's satisfaction. Extensions may be requested by Artist, and granted or denied by the Client. If the Client believes that the Work is not yet satisfactory, the Client may extend the deadline and/or request revisions of the Work. The Completion date for the delivery of all Images shall be on or before **May 6, 2024**. The parties may further specify the time of completion for particular images based upon the Client's commercial necessities of scheduling of printing, production, etc.

6. Delivery: Client may select delivery of photographs in .PS, PNG, JPG, or other standard format, at a resolution that Client determines will be suitable for the Images as licensed. It is the Client's responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the Artist with ten (10) business days. Artist's obligation will be to replace the Images at a suitable resolution.

7. Promotion: The Artist will be allowed to promote the Images on social media and their website in substantially the same way that they do for their other art. Any other special use of the Images by the Artist may be allowed at the sole discretion and with the approval of the Client in writing.

The Artist will make their best effort to promote the Images and the finished game in substantially the same manner that they promote their other artwork, to specifically include announcements on the Artist's Social Media (Facebook, Twitter, Instagram) pages and website. The Artist will also agree to any reasonable requests to cooperate with promotion and marketing of the finished game. All out-of-pocket expenses incurred as a result of said promotion will be reimbursed by the Client.

8. Credit: The Artist shall receive credit on the game package as follows: "**Andrew Yong**". Credit will also appear in the game manual, and in marketing materials at the sole discretion of the Client.

9. Consideration: Client will pay royalties to Designer as specified on **Exhibit A ("Royalties")** on units of Product bearing Images and any related crowdfunding or online fundraisers pertaining to the Product. Client may give away copies of the Product to advertise and promote sales of the Product; these units shall not be subject to payment of Royalties.

Client will send to Designer statements of account no later than 60 days after each quarter end, showing the number of units sold and the Royalties owed. Client will keep reasonably detailed, true, and correct books and accounts relating to the sales of the Product, and all other financial information related thereto. Client will permit an independent auditor to audit such books and records as may reasonably be required to verify compliance with this Agreement. Designer may make such an examination of a particular statement only once per each such statement, and only within two (2) years after the date when said statement is due.

10. Cancellation: In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be retained by Artist, and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client.

11. No Exclusivity: This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by Artist, except if in any manner otherwise in violation of this agreement.

12. Transfer and Assignment: Client may assign or transfer this agreement, or any rights granted under it. Artist, however, may not assign or transfer this agreement or any rights granted, or duties undertaken pursuant to this Agreement.

13. Indemnification: Each party will indemnify and defend the other against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Images or materials furnished by Artist to Client. It is the Artist's responsibility to obtain the necessary model or property releases and ensure they are full effect and in force for the periods of use as described in this Agreement.

14. General Law/Arbitration: This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between the parties. No amendment or waiver of any terms is binding unless in writing and signed by the parties. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

15. Confidentiality: All correspondence and documents provided, including the terms of this Agreement, as well as the contents hereof, including the terms of this Agreement, will be treated as confidential between the Client and the Artist, unless consent has been granted by both parties involved.

16. Severability: If one or more of the provisions in the Agreement is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

17. Waiver: No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

Captions. The headings in the paragraphs in this Agreement are for the convenience of reference and shall not affect the interpretation of any of the provisions hereof.

ARTIST LICENSING AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Artist Licensing Agreement to be duly executed as of the dates written below.

CONSENTED AND AGREED TO:

Artist Name

Artist Signature

Date

Client Name

Client Signature

Date

Client Name

Client Signature

Date

Exhibit A

List of Images to be created for the Product, "The Call of Pooh-Thulu," game:

- Box Art illustration
- 68 black and white card illustrations
- no more than 35 black and white card illustrations for expansion
- no more than 5 black and white card illustrations for game promotion

Royalties to Client:

For all crowdfunding or online fundraisers pertaining to the Product:

20% Royalty of net profit

For all Product items bearing Image not sold through crowdfunding or online fundraisers:

15% Royalty of net profit