

I AM / LTDEDN®

# ARTIST AGREEMENT

**PLEASE NOTE: THIS IS OUR BASIC AGREEMENT OUTLINING HOW LTD/EDN LTD. OPERATES, HOW YOUR WORK IS PROTECTED & WHAT IS EXPECTED FROM BOTH PARTIES THROUGHOUT THE LENGTH OF THE AGREEMENT.**

**SPECIFIC EDITION DETAIL - WHICH PRODUCTS, EDITION SIZES & ROYALTIES WILL BE COVERED IN A SEPARATE ADJOINING SECTION TO BE COMPLETED ONCE ALL DETAILS ARE MUTUALLY AGREED BY BOTH PARTIES.**

## 1. PARTIES

This Agreement is entered into between: LTD/EDN Ltd, a company incorporated in England and Wales ("LTD/EDN") and [Artist Legal Name], of [Address] ("Artist"). Together, the "Parties".

## 2. PURPOSE OF AGREEMENT

- 2.1 The Artist appoints LTD/EDN to collaborate on the creation, production, marketing, and sale of limited-edition physical products incorporating the Artist's original works ("Editions").
- 2.2 LTD/EDN acts as production, fulfilment, and commerce infrastructure, not as a marketplace or owner of the Artist's brand.

## 3. ARTIST WORKS & EDITIONS

- 3.1 The Artist shall provide original artwork, designs, or creative assets ("Artist Works") for use solely within the agreed Editions.
- 3.2 Each Edition shall be:
  - Limited in quantity
  - Clearly numbered
  - Defined in advance by product type, price and edition size

- Approved by the Artist prior to production
- 3.3 No additional units may be produced beyond the agreed edition size.

## 4. OWNERSHIP & INTELLECTUAL PROPERTY

- 4.1 All intellectual property rights in the Artist Works remain the sole property of the Artist.
- 4.2 The Artist grants LTD/EDN a non-exclusive, non-transferable, royalty-free licence to:
  - Reproduce the Artist Works solely for production of the agreed Editions
  - Use the Artist's name, likeness, and biography for marketing the Editions
- 4.3 LTD/EDN acquires no ownership of the Artist's underlying IP, trademarks, or future works.

## 5. PRODUCTION & QUALITY CONTROL

- 5.1 LTD/EDN is responsible for:
  - Manufacturing
  - Quality control
  - Packaging
  - Fulfilment
  - Logistics
- 5.2 LTD/EDN shall use commercially reasonable efforts to ensure production quality consistent with

premium, limited-edition standards.

5.3 The Artist shall have approval rights over:

- Final production samples
- Materials and finishes

## 6. PRICING & EDITION STRUCTURE

6.1 Editions shall be priced using a cost-plus model, where:

Production costs are transparently calculated

Retail pricing is agreed jointly in writing

Margin structure is disclosed to the Artist prior to launch

6.2 LTD/EDN may not discount Editions without the Artist's written consent, except for limited end-of-run or clearance activity agreed in advance.

## 7. REVENUE SHARE & PAYMENTS

7.1 Collection of Customer Payments

The Artist shall be the merchant of record for sales of Editions and shall receive all customer payments directly through the Artist's designated sales channels or payment processors.

7.2 Definition of Net Revenue

"Net Revenue" means gross sales received by the Artist from the sale of Editions, less the following directly attributable costs:

- VAT, sales tax, or similar indirect taxes

Payment processing fees

- Shipping and fulfilment costs
- Refunds, returns, and chargebacks

7.3 Revenue Split

Net Revenue from each Edition shall be shared as follows:

Artist share: 50%

LTD/EDN service fee: 50%

The LTD/EDN share represents payment for production management, platform infrastructure, fulfilment coordination, and related services.

7.4 Payment to LTD/EDN

The Artist shall calculate Net Revenue on a monthly basis and pay LTD/EDN its share within 7 days of Edition release date.

Each payment shall be accompanied by a sales statement detailing:

- Units sold & Customer details
- Gross sales received
- Returns and refunds
- Calculation of Net Revenue
- Amount payable to LTD/EDN

7.5 Records & Transparency

The Artist agrees to maintain accurate records of Edition sales and to provide reasonable supporting documentation upon request for verification of revenue calculations.

## 8. AUTHENTICATION & DIGITAL CERTIFICATION

8.1 LTD/EDN may assign a digital certificate or authentication mechanism (including QR codes or blockchain-based systems) to each Edition unit.

8.2 Such certification:

Confirms edition number and provenance

Does not transfer ownership of Artist IP

Is supplemental and does not replace physical ownership rights

## 9. MARKETING & PROMOTION

9.1 LTD/EDN shall market the Editions through its platform, mailing lists, and channels.

9.2 The Artist agrees to provide reasonable promotional support, including social posts or announcements, subject to availability.

9.3 Neither party shall represent the other in a misleading or reputationally harmful manner.

## 10. TERM & TERMINATION

10.1 This Agreement shall commence on the Effective Date and continue until:

All agreed Editions are sold, or

The Agreement is terminated under this clause:

10.2 Either party may terminate for material breach, subject to 14 days' written notice and opportunity to remedy.

10.3 Upon termination:

Existing Editions may continue to be sold unless otherwise agreed

Outstanding revenues shall be settled

IP rights revert fully to the Artist (save for sold units)

## 11. WARRANTIES & REPRESENTATIONS

11.1 The Artist warrants that:

The Artist Works are original

Use of the Artist Works does not infringe third-party rights

11.2 LTD/EDN warrants that:

It will not knowingly misrepresent the Artist or Editions

It will operate in compliance with applicable UK laws

## 12. LIABILITY & INDEMNITY

12.1 Each party indemnifies the other against losses arising from breach of this Agreement or IP infringement.

12.2 Neither party shall be liable for indirect or consequential losses.

## 13. CONFIDENTIALITY

13.1 All non-public commercial, financial, or technical information shared under this Agreement shall be treated as confidential.

## 14. GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14.2 The courts of England and Wales shall have exclusive jurisdiction.

## 15. GENERAL

15.1 This Agreement constitutes the entire agreement between the Parties.

15.2 Any amendments must be in writing and signed by both Parties.

*PLEASE NOTE : This is very much a collaboration agreement, meaning whilst this is our basic contract, LTD/EDN welcomes changes if required by the artist.*