

Comic Book Digital Distribution Agreement

This Comic Book Digital Distribution Agreement ("Agreement") is made and entered into as of the day of 2023 (the "Effective Date"), by and between

Vivid Panel Comics & Collectables LLC, a company incorporated in Connecticut with Corporate Identification number **1393820** having its business address at 680 Main St. Stamford CT, 06901 United States, hereinafter referred to as the "**Distributor or Company**" (which expression, unless it is repugnant to the context or meaning thereof, shall be deemed to mean and include its legal heirs, permitted assigns) of the One Part;

AND

_____, and residing at _____
(hereinafter referred to as "**Publisher**") of the Other Part.

(Company and the Distributor are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".)

WHEREAS, the Distributor is a web and mobile app - based platform that hosts an online library of Indie comic books. The Distributor sells the comic books both physically and virtually. The Publishers who join the Distributor will only have their Works sold digitally; WHEREAS, the parties wish respectively to publish and have a comic book distributed (referred to as the "Work") provisionally titled "[comic book title/series]";

THEREFORE, they mutually agree as follows:

1. License of Rights

The Publisher hereby grants to the Distributor, during the Term of this Agreement, the non exclusive worldwide rights to: publish, market, distribute and sell the Work in electronic form; and for publicity purposes, to publish (or permit others to publish) on the Internet, or to broadcast (or permit others to broadcast), but not dramatize, by radio or television, without charge, such selections from the Work as in the opinion of the Distributor may benefit its sale.

2. Publisher Warranties and Indemnity

The Publisher represents and warrants to the Distributor:

- That they are the sole owner of the Work and of all the rights granted to the Distributor.
- That they have not assigned, pledged, or otherwise encumbered the rights to the Work.
- That they have full power to enter into this Agreement.
- That the Work and all rights therein are free of liens, claims, or interests of any kind.
- That the Work is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured.
- That the Work does not violate or infringe upon any personal or proprietary rights including without limitation privacy rights, contract rights, or publicity rights of any other persons or entities.
- That the Work is not libellous or obscene.
- That the Work does not infringe upon any statutory or common law copyright.
- That any information contained in the Work is accurate, and any recipe, formula, or instruction contained in the Work is not injurious to the reader or to any other party

If any claim, action, or proceeding based upon an alleged violation of any of these warranties is made (i) the Distributor will have the right to defend the same through counsel of its own choosing, (ii) no settlement will be effected without the prior written consent of the Publisher, which consent will not unreasonably be withheld, and (iii) the Publisher will hold harmless the Distributor against any damages finally sustained. If such claim, action, or proceeding is successfully defended or settled, the Publisher will indemnify the Distributor against the entire expense (including reasonable counsel fees) attributable to such defence or settlement.

If any such claim, action, or proceeding is instituted, the Distributor will promptly notify the Publisher, who will fully cooperate in the defence thereof, and the Distributor may withhold payments of reasonable amounts due to the Publisher under this or any other agreement between the parties.

These warranties and indemnities will survive the termination of this Agreement.

3. Obligation of the Publisher

- The Publisher is required to publish a new episode of their Work on a monthly basis.
- If the Publisher fails to publish a new episode for a particular month, a written notice would be sent by the Distributor by the end of the month giving the Publisher fifteen (15) days to publish the episode from the date of the notice. This would not affect the monthly episode publishing obligation.
- For example: If the Distributor forgets/misses publishing an episode in the month of June, he would be sent a notice on the 30th of June and he would be required to publish the episode for the month of June by the 15th of July. He would also be required to publish his monthly episode for the month of July.
- If the Publisher fails to meet the publishing deadlines for two (2) consecutive months and/or does not reply to the Notice sent by the Distributor. The Distributor/ Company has the right to terminate the Agreement without further notice.

4. Term and Termination

- a) This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months (the “Term”), and will automatically renew for a further period of one (1) year unless terminated sooner pursuant to this clause (“Term and Termination”).
- b) The Company may, upon its discretion, terminate the Agreement if the Publisher does not comply with its obligations as per Clause 3, within ninety (90) days from the notice.
- c) Either party may terminate this Agreement for cause upon giving twenty (20) days’ prior written notice, of a breach by the other hereunder, provided that such breach shall not have been completely remedied during such notice period.
- d) Any such notice of termination shall be addressed to either party at the email address provided only. The Company may terminate this Agreement immediately and without prior notice, if the Publisher refuses to or is unable to perform or is in breach of any material provision of this Agreement.

5. Editorial Control

The Publisher acknowledges that the Distributor is not responsible for editing the Work and has no editorial obligations or control over the Work.

6. Content Approval

The Distributor is entitled to determine what content is publishable at their sole discretion. The Distributor may remove or pull down any work of the Publisher if it doesn't comply with the content requirements of the Distributor.

7. Content Requirements of the Distributor

- **Illegal or infringing content:** It is the responsibility of Publishers, to ensure their content doesn't violate laws or copyright, trademark, brand, privacy, publicity, or other rights. We will not accept content under the copyright that is freely available on the web unless it's provided by the owner of the copyright.
- **Offensive content:** The content that is determined as hate speech, racist, promotes the abuse or sexual exploitation of children, contains pornography, glorifies rape or pedophilia, advocates terrorism, or other material the Distributor deems inappropriate or offensive.

8. Copyright Notice

All copies of the Work that are distributed to the public will bear a copyright notice in the name of the Publisher.

9. Manuscript Submission

The Publisher will submit all required materials relating to the Work to the Distributor before the Distributor will perform any services. Required Materials are:

- All image files or image rights
- Any and all other materials supplied by, or agreed to be supplied by, the Publisher for inclusion in the Work.

10. Compensation

Publishers will be paid based on the frequency of the subscriptions they generate. There are no royalty payments. At the time of writing they will receive 80% of all subscription payments generated by the publisher.

No Guarantee of Minimum Sales

The Distributor makes no promises that any of its products or services will result in the sales of a minimum number of copies of the Work. The Publisher acknowledges that the Distributor has no control over the purchasing decisions of book buyers and is not liable to any party if sales of the Work does not meet the Publisher's expectations.

11. Publicity

The Distributor reserves the right to publish information regarding the Publisher or the Work for publicity purposes. The Publisher will allow the Distributor to show snippets of his/her work on social media platforms. The Publisher also grants all the intellectual property rights in the form of logo, trademark, and wordmark to the Distributor for publicity and marketing purposes.

12. Suits for Infringement of Copyright

If the copyright of the Work is infringed it is the duty of the Publisher to proceed to court at its own expense and the Distributor would not be responsible for any such expenses.

In case there is a copyright claim on the Distributor, the Publisher agrees not to hold the Distributor liable for anything and in turn would be liable to pay the Distributor for any expenses incurred by the Distributor in such a scenario or for any damages caused.

13. Miscellaneous Provisions

- **Force Majeure.** Distributor will not be liable to the Publisher for any failure or delay in the performance of its obligations under this Agreement caused by any event or circumstance beyond its control, including, but not limited to, denial-of-service attacks, insurrection, fires, floods, storms, explosions, pandemics, cyber-security breaches, acts of God, natural disasters, war, terrorism, and labor conditions.
- **Notices.** Any notices under this Agreement will be sent by email (as mentioned below) or by certified or registered mail, return receipt requested, to the email or physical address specified below or such other address as the party specifies in writing. Such notice will be effective upon its sending or mailing as specified.

Publisher: [redacted]

Distributor: Thomas@vivpanel.com

- **Arbitration and Governing Law.** The laws of the State of Connecticut will govern this Agreement. Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, and any amendments thereof, will be determined and settled by arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration will be the State of Connecticut. Any award rendered therein will be subject to the laws of the State of Connecticut and will be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. In the event that any matter is submitted to arbitration pursuant to this paragraph, the prevailing party will be awarded its costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees associated with collection.
- **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance will be held by a court to be unenforceable to any extent, the remaining provisions, and this Agreement and the application thereof, will not be affected and will be valid, legal, and enforceable to the fullest extent permitted by law.
- **Waiver.** No waiver of any breach of, or default under, any provision of this Agreement will be deemed a waiver of such provision, or of any subsequent breach or default.
- **Assignment.** This Agreement will be binding upon and inure to the benefit of the successors, assigns, executors, administrators, and legal representatives of the parties. The written consent of the Distributor must be secured before the Publisher may assign this Agreement in whole or in part.
- **Modifications and Amendments.** This Agreement may not be modified or amended except by the written agreement of the parties.
- **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto. The parties will not be bound by any understanding, agreement, promise, or representation, whether expressed or implied, which is not specified in this Agreement.

Publisher

Name: [redacted]

Signature [redacted] Date [redacted]

Distributor

Name: _____

Job Title: _____

Signature _____ Date _____