

ADVANCEDMINORITY®
ARTIST DRIVEN BRAND
WESTBAHNSTRASSE 22, 1070 VIENNA
T +43 1 5223597. INFO@ADVANCEDMINORITY.COM
WWW.ADVANCEDMINORITY.COM

PROJECT CONTRACT

Between

GEWEBE Textildesign GmbH
Westbahnstraße 22
A - 1070 Wien

(„client“)

And

Artist _____
Address _____
Zip code city _____

(„artist“)

The following contract will be made concerning this/these design/s:

§ 1 Subject

The client commissions the artist with the creation of designs for T-shirt, polo and long sleeve prints. The artist will create the drafts as suggestions in digital form and send them as a digital PDF-presentation to the client. The deliveries are tied to deadlines, which have been agreed between the parties in writing in the run-up to the designs. The artist may present any number of designs to the client. A binding acceptance of a design follows when the client confirms this acceptance in writing to the artist.

§ 2 Client Obligations

- (1) For every design accepted the client is obliged to create a summary card with information about the artist and the respective motif, which then is enclosed with the product.
- (2) The client is obliged to present a max two-minute video clip about the artist (where made available) on the TFT-information unit in the Advanced Minority (AM) outlets, as long as the products of the artist are represented in the current range.
- (3) The client is obliged to clearly show the name of the artist whenever the design is utilized. For T-shirts, polo's and long sleeves this will be done via the summary card and not directly via the product.
- (4) The client is obliged to pay a one-off fee in the run-up to the utilization.
- (5) The client is obliged to pay the artist a fixed amount for every product sold.
- (6) The client is obliged to put together and e-mail the artist a yearly statistic containing the numbers sold of the artist's design.

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§ 3 Client Rights

- (1) The client has the right to reject designs without giving any reason. No fee, cancellation fee or expenses will be paid for rejected designs.
- (2) The client is entitled to order re-issues of the accepted design and to sell these at any time.
- (3) The client has the right to use the accepted designs for purposes of advertising in connection with image creation of the Advanced Minority brand, as well as for direct sales support measures.
- (4) The client is entitled to use the information about the artist, given in the video clip, for communication-, advertising- and marketing measures. The presentation at fashion exhibitions is also permitted.
- (5) The client has the right to store the digital data of accepted designs on data media and archive it during its service life.

§ 4 Artist Obligations

- (1) The artist is obliged not to offer or sell the designs accepted by the client to any other party.
- (2) The artist transfers the unlimited rights of use for the accepted designs to the client.
- (3) The artist is obliged to convert the accepted designs into producible final artwork and to transmit this in digital file form to the client via Internet.
- (4) The artist will be obliged to always stick to stipulated delivery deadlines.
- (5) The artist is obliged to write an invoice for the design-service rendered and accepted by the client.

§ 5 Payment and Payment Terms

- (1) The client pays the artist a one off fee of EUR 99,99 (ninety-nine Euro ninety-nine) plus the legal value added tax for services defined under § 1.
- (2) Additionally the client pays the artist EUR 0,99 per product, which is sold in AM stores. For products sold through other channels (e.g. multibrand stores), the client pays 0,39 Euro per product to the artist. The billing is done at the end of each year. The client will inform the artist about numbers sold.
- (3) The client will pay all invoices within 30 days after receipt of invoice.
- (4) Expenses, especially travel- and accommodation costs and other additional expenditures will not be reimbursed.

§ 6 Final Clause

- (1) Amendments or additions to this contract need to be made in writing to take effect. This is also applicable for the amendment to the clause heading the previous sentence.
- (2) The invalidity of single terms will not affect the legal effect of this contract as a whole. A rule, approaching the economic determination of aims for both parties has to be agreed to replace the invalid regulation.
- (3) All disagreements arising from this contract will be resolved in the proper legal manner. Jurisdiction is Vienna, Austria.

Place: Vienna

Date:

Place:

Date:

Client's signature

Artist's signature