



AGREEMENT – RIGHTS TO USE DIGITALIZED ARTWORK ON CLOTHING

This agreement (the “Agreement”) is entered into by and between Against Nudity Inc. (“ANI”) and The artist (the “Artist”) identified using is login email and profile infos on www.art-a-porter.com.

This Agreement is effective as of the last dates signed below (the “Effective Date”)

WHEREAS the Artist created the artwork (the “Artwork”), owns all of the rights to the Artwork and wishes to digitize and license to ANI, the latter accepting, such Artwork for reproduction on clothing and fashion accessories.

WHEREAS the Artist has submitted the Artwork to ANI using the artist portal on www.art-a-porter.com, for possible display, distribution, and sale by ANI.

1. **Grant of License:** Subject to the terms and conditions hereof, the Artist hereby grants to ANI, the latter hereby accepting, the sole and exclusive worldwide perpetual right and license to use and reproduce the Artwork, as well as the sole and exclusive right and license to design, produce, manufacture, market, promote, advertise, sell, distribute and merchandise clothing and fashion accessories using the Artwork in association with its brands and trademarks. Unless ANI grants a written authorization, the Artist shall not market, promote, advertise, sell, distribute or merchandise the Artwork *on clothing or fashion accessories* anywhere or grant to others the right or license to use the Artwork or to perform any of the foregoing activities anywhere in the world nor permit any third party to which the Artist is selling the Artwork for other purposes or to whom the Artists has granted any right or license to manufacture and produce the Artwork to market or sell the Artwork on other products or media to any party in the world whether directly or indirectly. The Artist shall use its best efforts to include a provision in any agreement with any such third party prohibiting such third party from selling, distributing, manufacturing, producing or associating the Artwork on clothing and fashion accessories anywhere in the World. Upon notification by the Artist that a third party is selling the Artwork on clothing or fashion accessories, the Artist will promptly and diligently use its best efforts to cause such third party to stop such activities and to stop the source of supply of the Artwork to such third party.
2. **Alterations:** Artist agrees that ANI may associate the Artwork with any of its brands or trademarks and may make changes to the Artwork that ANI, in its sole discretion, may consider necessary. For greater clarity, the purpose of any and all changes made to Artwork is to better adapt the Artwork to the wearable canvas and never to modify the artistic nature of Artwork (usually limited to adjusting the color saturation to adapt to the fabric’s content).
3. **Payment to artist:** As used below, the term “Net Revenue” shall represent the amount charged by ANI within a financial year quarter for the sale of products bearing the Artwork after deduction of any discounts, coupons, promotions, markdowns, shipping and transaction fees, sales allowances, and reimbursements of products bearing the Artwork returned within the same quarter. ANI shall be entitled to retain a reasonable reserve for returns of upcoming items provided that such reserve will not exceed fifteen percent (15%) of the payment owed to Artist in a given quarter, and ANI will not withhold such sums for more than one (1) financial year quarter. Artist alone is responsible for the payment of any tax that arises as a result of receiving any payment from ANI. Payments are made using PayPal. Artist alone is responsible for costs and transaction fees, if any.
4. **Royalties:** As consideration for the entering into of this Agreement by the Artist and for the rights and license granted herein, ANI undertakes to pay to the Artist, at such place as the Artist may from time to time designate in writing, a royalty of ten percent (10%) of the Net Revenue for sales through retail channels and a royalty of five percent (5%) of the Net Revenue for sales through wholesale channels.
5. **Timing of Royalty Payments to Artist:** All royalty payments will be made to Artist on a quarterly basis within 45 days after the end of each quarter ending March 31st, June 30th, September 30th, and December 31st of each year, beginning with the first quarter in which royalties become due to Artist based on revenue received by ANI. ANI is not required to issue a royalty payment to Artist in any quarter in which there is less than one hundred dollars (100.00 \$ CAD owed to the Artist. ANI will not hold such balance for more than one (1) quarter. Royalty payments to Artist may be sent to Artist at the address or the account provided to ANI by Artist from time to time.
6. **Technical Requirements:** Artist hereby states his or her ability to provide high-resolution images of Artwork (minimum 13 x 17 images at 300 dpi) within forty-eight (48) hours from an email request by ANI. Artist can also provide biographical information of fifty (50) to a hundred (100) words as well as a profile image of minimum a thousand (1,000) pixels wide

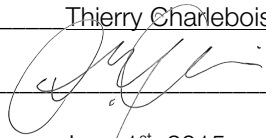
used to portray Artist within five (5) days from an email request by ANI.

7. **Name and Likeness:** Artist hereby irrevocably grants to ANI a non-exclusive and irrevocable right and license to use, portray and publish, Artist's name, appearance, voice, likeness, and biographical information (collectively, Likeness), in any and all media known or hereafter devised, throughout the universe, in perpetuity.
8. **Artist's Warranties and Representations:** Artist warrants and represents that:
 - a. it owns all rights, title and interest in and to the Artwork and has full authority to enter into this Agreement;
 - b. it has not granted any right or license to any party to use the Artwork in connection with advertising, promotion, marketing, distribution, sale, rental, manufacturing and merchandising in the world and there is no outstanding option, right or license granted by Artist which would in any way conflict with the right and license hereby granted to ANI and the Artwork does not infringe on any rights (including but not limited to copyright) of any third party.
 - c. the Artwork, has not been previously published on clothing or fashion accessories, and;
 - d. That the Artwork will be available to ANI at all times.ANI's use of the Artwork and its payments to Artist are subject to Artist's representations and warranties. For example, in the event that Artist does not own the Artwork, or the Artwork may infringe a third party's right then ANI may choose not to use the Artwork, and shall make no payment to Artist; if payment has already been made to Artist, it shall be reimbursed to ANI within 30 days from written notice after which date it will bare an interest rate of two percent (2%) monthly until paid in full. ANI may elect to deduct any such sums from the quarterly Royalty payments.
9. **Indemnification:** Artist shall indemnify and hold ANI and ANI's directors and officers harmless against any claims and expenses, including reasonable attorney's fees arising out of or in connection with Artist's breach or alleged breach of this Agreement (including, but not limited to, Artists representations and warranties, and intellectual property rights infringements).
10. **Precision on the Announced Inventory:** For marketing purposes, ANI may show potential clients inventories that differ from the reality. Only sales reports shall be considered accurate. For example, ANI may choose to mark as "low stock" an Artwork of an edition of two hundred (200) units that did not sell well with the intention of preserving the brand image of both ANI and the Artist.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between ANI and Artist, and supersedes any prior oral or written agreement between the parties with respect to the Artwork. Artist may not assign this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement. Except as otherwise stated herein, no statement, promise or inducements made by either party, whether oral or written, that is not contained in this Agreement is valid or binding. No modification of this Agreement shall be binding unless confirmed in writing by ANI.
12. **Artist Rights:** Artist may display the Artwork on a website owned and/or operated by Artist and may use and display the Artwork for any purpose other than commercial purposes related to clothing and/or fashion accessories.
13. **Acts of Infringement:** If at any time Artist becomes aware that the Artwork has been used, reproduced, or displayed for any clothing and fashion related commercial purposes by a third party, and/or that Artwork has been offered for sale, sold, licensed, or assigned to a third party, Artist must immediately notify ANI by sending an e-mail to priscilla@art-a-porter.com with a copy to info@art-a-porter.com
14. **Jurisdiction:** This Agreement shall be governed by the laws of the Province of Quebec in CANADA without regard to its conflict of law provisions and without regard to the actual state or country of incorporation or residence of either party. Artist agrees to submit to the personal and exclusive jurisdiction of the courts located in Montreal, Quebec, in connection with any action arising under this Agreement.
15. **Language.** The Parties have expressly required that this Agreement and all ancillary documents hereunder shall be in the English language. Les parties aux présentes ont expressément demandé que ce contrat ainsi que tout document accessoire y afférant soient rédigés en langue anglaise.

Artist and ANI acknowledge and agree that they have read and understand the terms of this Agreement and agree to abide by them as evidenced from checking the box "I have read and accept the Terms and Conditions" on www.art-a-porter.com.

ANI representative

Print Name: Thierry Charlebois

Signature:  _____

Date signed: June 1st, 2015