Licensing

Description:

Artwork Agreement Form

RevisionLevel:0 Date:3/1/22

Revision



(insert name of company purchasing products) "Purchaser" grants to Zippo

| | | ng Company and its affiliates ("Zippo") the right to use, reproduce and distribute the marks and/or artwork attached to ation ("Artwork") on the products Purchaser is ordering ("Products") on the following-terms: |
|----|---------------|--|
| 1. | Purchas a. | Purchaser-owned Artwork (NO SIGNATURE NEEDED): Purchaser owns the intellectual property rights in the Artwork (i.e. it was created by Purchaser's employee in the course of his or her employment, or acquired by Purchaser from an independent contractor or pursuant to a written agreement), provided that Purchaser has no claim to any Zippo intellectual property that may be incorporated into the Artwork, which is the sole property of Zippo. |
| | | OR |
| | b. | X Purchaser-licensed Artwork : The owner of the Artwork granted Purchaser the right to use the Artwork on the Products, in which case (i) the license agreement must be attached to this agreement, OR (ii) the owner of the Artwork must sign the following statement: |
| | | I hereby represent and warrant that the Artwork is my original Artwork and I grant permission to Purchase and Zippo to reproduce the Artwork on the Products. I agree that I have no claim to any Zippo intellectual property that may be incorporated into the Artwork, which is the sole property of Zippo. |
| | | Owner Name: |
| | | (Insert name of company that owns the artwork) |
| | | Signature: |
| | | Name and Title: (Insert name/title of authorized signatory) |
| 2. | and that | er represents and warrants that it has secured any further permission necessary to grant Zippo the rights granted herein : the individual(s) whose signature appears above and/or below has been duly authorized by all corporate action to this agreement. |
| 3. | losses a | er agrees that it will defend, indemnify and hold harmless Zippo from any fines, suits, proceedings, claims, demands, nd actions of any kind, including attorneys' fees and costs, related to or arising from the use of the Artwork in connection Products. |
| | | Purchaser Name: (insert name of company purchasing products) |
| | | Signature: |
| | | Name and Title: (Insert name/title of authorized signatory) |
| | | Date: |

(Insert date signed)