
LICENCING AGREEMENT ORIGINAL WORK

Between the undersigned,

- (Name, first name), address :

Hereafter

« the Artist »

And

- **VOZ'IMAGE** which head office is 4, avenue du Maréchal Juin – 92100 Boulogne-Billancourt, FRANCE represented by THIEULLENT, Ivane as its Managing Director, registered near the Trade Court Register of Nanterre under the reference RCS 356 501 346,

Hereafter

«**VOZ'IMAGE** »

IT BEING PRELIMINARY EXPOSED THE FOLLOWING:

Within the framework of its activities, **VOZ'IMAGE** is exhibiting artworks, both in its own gallery located 4, avenue du Maréchal Juin, 92100 Boulogne-Billancourt, France, and on its www.vozimage.com internet website, in order to offering them to any individual or legal entity wishing to purchase them.

The object of the agreement hereof is the determination of the selling conditions by **VOZ'IMAGE** of the ARTIST' s photographs in the form of prints, together with the extent of the reproduction and exhibition authorizations requested by the **VOZ'IMAGE** 's selling process.

The prints which the Artist intends to offer to sell on the **VOZ'IMAGE** 's website must cope with the following mandatory conditions:

As regards photograph, those reputed as masterpieces, and thus benefiting the specific tax system (articles 297 A through 297 F of the General Tax Code) are those photographs shot by the Artist himself, processed by him or under his control, signed and numbered within a maximum of 30 (thirty) copies, all formats and supports combined (hereafter named masterpieces)

The photographer hereby certifies and guarantees **VOZ'IMAGE** that he will fully respect the above

stipulated clauses namely relevant to the number of limited copies.

IT HAS BEEN AGREED THE FOLLOWING:

Article 1 – OBJECT-

The parties hereof have jointly selected those photographs which will be put on sale on the **VOZ'IMAGE** website.

The masterpieces object of the agreement hereof are defined in the annex 1 hereof;

The artist hereby entrusts **VOZ'IMAGE** with the exclusive sale of printings (all formats included) of those works object of the agreement hereof which list shall be annexed in the heading « My account » of my «Personal space ».

After digitization of the works, **VOZ'IMAGE** shall exhibit them on the **VOZ'IMAGE** website, on the following www.vozimage.com URL address under the “Art Gallery” .heading.

The selling price of the works shall be jointly determined by the parties hereto according to a price list scale in reference to an integrated price calculator established from its experience, its market understanding, as well as the actuality and its negotiation practice with the Customers.

VOZ'IMAGE, in close cooperation with the Artist, will be able to consent any such discount or reduction it would consider necessary within a maximum of 10 %.

Whenever an individual and/or a legal entity will order a numbered edition of one or several Artist's works, **VOZ'IMAGE** commits to advise the Artist by e-mail and/or fax and/or mail of the conditions of such order (identification of the work, size, price, etc.).

The Artist shall then immediately acknowledge receipt of such order and commits to sign the numbered edition within 10 (ten) days from the order and in the premises of the partner laboratory.

Article 2 – ARTIST'S OBLIGATIONS

For any and all of the works hereof, the Artist commits to:

. Personally print or get printed under his personal control, at his own expense, in one single laboratory, the prints of the works selected and ordered to **VOZ'IMAGE**.

. Sign and number, under his own responsibility, the prints hereof, within the limit of 30 (thirty) copies, all sizes and supports combined.

. With the exception of a display sample, process to the printing of any additional printing whatsoever but the thirty numbered copies stipulated here above.

. The Author commits to provide **VOZ'IMAGE** with the professional digitization of the works hereof which technical criteria must fit with **VOZ'IMAGE**'s quality charter.

The stipulations of this article are of the essence of the Agreement hereof, without which **VOZ'IMAGE** wouldn't have entered into such Agreement.

Artist's failure to respect any stipulation of this article will cause **VOZ'IMAGE**'s refusal of the delivered works.

In such case, the Artist shall bear the sole responsibility of the legal and/or judicial and/or financial consequences caused by his breach of duty vis-à-vis **VOZ'IMAGE** and/or the customer(s) and /or any other third party.

The Artist shall then take back any such refused works immediately upon **VOZ'IMAGE**'s notification of such refusal by registered letter with acknowledgement receipt.

Article 3 – VOZ'IMAGE'S OBLIGATIONS -

VOZ'IMAGE is hereby committing to:

. Enter into an Agreement with the customer

. Make sure to remit the works to the carrier in charge of delivering them to the customer with a certificate

specifying the Artist's name, the title of the photography, if any, and the print number

. Collect the agreed selling price from the customer

. Pay the Artist his due share

Article 4 – TERM-

This agreement is concluded for a term of 18 months starting from the putting on-line of the works offered for sale by **VOZ'IMAGE**.

The Agreement hereof is concluded under the termination condition of **VOZ'IMAGE**'s acceptance of the works as per the stipulations of the article 2 hereof.

Article 5 – ARTIST'S PAYMENT -

On any sale, **VOZ'IMAGE** shall pay the Artist 55 % of the gross profit margin net of tax.

Gross profit margin net of tax means the selling price net of tax of those works actually cashed by **VOZ'IMAGE**, after deduction of any and all costs relevant to the sale, the transportation and the potential customs fees actually borne by **VOZ'IMAGE**.

The printing expenses shall be supported by the photographer.

The artist is paid on a monthly basis. Should the amounts due to the Author be inferior to €100 net of tax, **VOZ'IMAGE** wouldn't be obliged to send any payment to the Author and, for a sale concluded during the current month, would be entitled to postpone said payment to the following month.

Payable on presentation to **VOZ'IMAGE** of a licence bill for an original work

Article 6 – OWNERSHIP OF THE WORKS -

Any customer's acquisition of a work through the **VOZ'IMAGE** website shall cause a licence bill for an original work.

The licensing of the right of use shall only be executed on a private basis, to the exclusion of any other whatsoever, and subject to payment in reference to the price list indicated on the website boutique. The customer is the owner of the support, but in no case of the attached rights.

Any exploitation, distribution, representation, counterfeiting, total or partial reproduction of the work(s), is forbidden without the Author's written authorization.

The work remains the artist's entire property as long as the artist has not received his share of the due payment.

assignee a full and perfect respect of all obligations resulting from the agreement hereof.

Article 7 – AUTHORIZATIONS -

For the duration of the Agreement hereof, the artist hereby authorizes **VOZ'IMAGE** to reproduce the works object of the Agreement hereof, in any such format and/or resolution allowing them to be exposed on the **VOZ'IMAGE** ' s Internet website.

For the duration of the Agreement hereof, the artist hereby authorizes **VOZ'IMAGE** to reproduce the works object of the Agreement hereof, in any such form or support, in any such format and by all means, so as to insert them and convey them to the audience within the framework of the communication and of any type of advertising means whatsoever, of the sales object of the agreement hereof and of **VOZ'IMAGE** ' s activities.

This authorization is also investing **VOZ'IMAGE** with the right of reproduction and of communication to the audience of the works hereof, via written and/or audiovisual press, Internet ... and in ads and/or poster campaigns required for the sales promotion.

Article 8– TERMINATION CLAUSE -

Notwithstanding the stipulations of the article 2 thereof, in case of failure to respect by either Party of any of its obligations, the other Party shall be entitled to terminate the agreement hereof for fault, notwithstanding any prejudice of the possible damages it could be induced to claim.

Such cancellation shall be effective after notification to the other Party of its willingness to terminate the agreement hereof, and subject to the observation of a 15 days notice.

For whatever reason, the termination of the agreement hereof would cause de facto and de jure the restitution to the Artist of the works object of the agreement hereof.

Article 9 - RETROCESSION TO A THIRD PARTY

VOZ'IMAGE is free to cede back to any third party of its choice the benefit and charges of the agreement hereof, on condition of notifying such retrocession to the Artist by registered mail with acknowledgement within thirty (30) days after its signature and on condition to impose to the

Article 10 – DISPUTES -

In the event that any clause of the agreement hereof would be proved to be null and void in pursuance of the Law or of by decision of the court turned definitive, all the other clauses would remain in full force and effect and the parties hereof shall endeavour to replace the invalidated clause.

In case of dispute, the competent courts shall be the territorially competent ones;

The annexe 1 is fully part of the agreement hereof.

Made in

Le...

In two original copies

The artist

VOZ'IMAGE

ANNEX 1

Title of the original work

Quantity of Numbered editions

Size of the authorized numbered editions

Selling price

Laboratory

AMENDMENT # 1 TO THE AGREEMENT SIGNED ON

Between the undersigned,

- (Name, first name), address :

Hereafter

« the Artist »

And

- **VOZ'IMAGE** which head office is 4, avenue du Maréchal Juin – 92100 Boulogne-Billancourt, FRANCE represented by THIEULLENT, Ivane as its Managing Director, registered near the Commerce Court of Nanterre under the reference RCS 356 501 346,

Hereafter

«VOZ'IMAGE »

IT BEING PRELIMINARY EXPOSED THE FOLLOWING:

VOZ'IMAGE has proposed to the artist the exhibition of one of his photographs in its gallery located 4, avenue du Maréchal Juin , 92100 Boulogne-Billancourt, FRANCE

The artist has declared being interested by this proposal.

IT HAS BEEN DECIDED AND AGREED THE FOLLOWING:

ARTICLE 1

VOZ'IMAGE hereby commits to take in charge and finance the creation of an exhibition model of the photo(s) entitledin the format....

This exhibition model shall be identified as such.

VOZ'IMAGE shall exhibit such model in its gallery located 4, avenue du Maréchal Juin , 92100 Boulogne-Billancourt, FRANCE for a minimum period of month(s).

ARTICLE 2

As a counterpart, the parties hereof agree hat the exhibition model is becoming **VOZ'IMAGE** 's ownership, thus allowing it to use it as it wants to.

All the other stipulations of the agreement hereof remain unchanged.

Made in

Page 5

On...

In two original copies

The artist

VOZ'IMAGE