

# CONTENT LICENSE AGREEMENT

Between

toonpool.com GmbH, Potsdamer Str. 89, 10785 Berlin, legally represented by Max und Bernd Pohlenz

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hereafter referred to as the *agent* and

full name and full address

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hereafter referred to as the *artist*:

## §1 Subject and background of agreement

1.1 The artist provides digitalized copies of his works of art (cartoons, illustrations) as high-resolution files to members of the internet community toonpool.com. The agent is the operator of the internet community toonpool.com and licenses and distributes the content provided by the artist according to the conditions named below:

- subject of this agreement are the works of the artist contained in the appendix to this agreement.
- subject of this agreement are the works named .
- subject of this agreement are all works of the artist provided to the agency during the period of the agreement as described in §5.

1.2 The artist grants the agent the right to license all content to third parties for the purposes of:

- use in advertising, specifically use in brochures, catalogs, calendars or any other private or commercial purpose.
- upload and download of the content on the internet.
- reproduction, distribution and publication in printed media.
- worldwide use in press, advertising, film, TV, internet or similar media.
- reproduction, distribution and publication in the field of multimedia (e.g. film, presentations, internet pages etc.).
- public performance or exhibition in show rooms.
- .

1.3 For all content, the artist grants the agent the right to:

- produce and distribute prints of the content.
- produce and distribute t-shirts based on the content.
- produce and distribute prints on various bases like books, calendars etc..
- cut or crop the content, in the case of images.
- package or re-package the content.
- distribute, send and/or deliver the content.
- to distribute via digitalized files.
- .

1.3 All licenses listed above may be distributed or employed via the website toonpool.com or the website toonpool.com via diverse channels in agreement with the artist.

Important: The artist grants the agent the right to grant users or third parties:

- perpetual worldwide non-exclusive and non-transferable licenses.
- perpetual worldwide exclusive and transferable licences

according to:

- the conditions described in this agreement
- the general terms and conditions included in this agreement.

for worldwide private use or use in press, advertisement, film, TV, internet and comparable media.

Note: non-exclusive licenses permit usage of the work in question. The holder of the license cannot prevent usage of the content by third parties under the conditions of a non-exclusive license. The exclusive license is exclusive to the holder of the license and may not be transferred to third parties.

1.4 The agent is entitled to use the content for its own advertising or promotional purposes, in particular on the website stern.de, Berliner Kurier, Berliner Fenster and other promotion platforms for no additional charge.

1.5 Both parties agree that all rights not described in this agreement belong to the artist.

## §2 Usage and promotion of the content

2.1 The agent alone decides on the conditions of transferring the content to third parties. The agent also decides when the content will be provided on the portal.

- The agent is not required to promote or advertise the material provided by the artist.
- The agent agrees to promote or advertise the material provided by the artist by means of: promotion on various channels , in particular the distribution platform „stamm“.

2.2 The content may only be used in its original form. The agent may provide third parties with edited or modified versions of the content only with the agreement of the artist.

- 2.3 The agent will compel any third party using the content to credit the artist by name when publishing or using the content. In this case, \_\_\_\_\_ should be cited as the artist's name.
- The artist agrees that when the content is published, the name of the agent must also be cited.
- 2.4  The artist agrees to provide the agent with the content by \_\_\_\_\_ at the latest, in accordance with §1.

### §3 Rights of third parties and duties of the artist

The artist confirms that he or she is the sole owner of the rights to the content provided, that he or she has the right to deal with the content and that the content is free of any third party claims.

### §4 Payment

- 4.1 The agent will provide the content for sale in different formats at different prices, in line with the current market value.
- The price of a license is based on the rate described in an agreement between a company purchasing the license and the agent (i.e. the agent and the "customer" company have a specific price agreement or a special deal). If there is no agreement in place, price is based on the MFM payment-framework MFM payment system. Further information in German here: [www.bvpa.org](http://www.bvpa.org). Additional charges for additional services by the agent, e.g. modifying the brightness or format of an image, will be included in the price. These additional charges benefit the agent.
- 4.2  The artist receives 60 % of the price of a license sale.
- If the same user buys more than one content provided by the artist within a publishing period of 1 day at the same time the artist receives
- 70 % of the total transaction value if two licenses were purchased.
- 75 % of the total transaction value if more than two licenses were purchased.
- If the same user buys more than one content provided by the artist, in order to publish it as a series the parties agree on the following: The artist receives 75 % of all fees combined with the series.
- If the content is distributed as a printed product, a framed print, a graphic print, a t-shirt or as a merchandising product, the artist receives 50% of the price of a license sale.
- 4.3 The price of a transaction is the price paid by the user exclusive of VAT. In case that the amount paid to the artist is liable to VAT, the artist also receives the VAT.
- If the content is distributed as a printed product, a framed print, a graphic, a t-shirt, or calendars and other print products, the expenses incurred by the packaging, materials, postage and other expenses are taken from the share paid to the artist.
- 4.4 The agent will pay the artist the amount due, minus any costs incurred:
- monthly, by the 3rd working day of the month.
- quarterly, by the 3rd working day of the quarter.
- annually, by the 3rd working day of the year.

The first payment will be made on \_\_\_\_\_.

4.5 The agent will pay the money to the following account:

account owner

account nummer

bank

bank code

reason for payment

4.6 The artist is

registered for VAT purposes.

not registered for VAT purposes.

## §5 Copyright of the artist

The agent will do everything possible in order to protect the artists copyright and will help him to enforce his copyrights against third parties

## §6 Duration and Termination of the Agreement

6.1 This agreement is valid for a period of a minimum of one year. After this period, the agreement runs on indefinitely and can be terminated to the end of the month at one month's notice. This does not affect the right to terminate the agreement with just cause.

6.2 Any transactions occuring during the period of notice will be handled and paid as normal as described above.

6.3 After termination of the agreement, any content provided to the agent by the artist will be destroyed.

## §7 Further Conditions

## §8 Final Provisions

8.1 Any amendment of, and addition to, as well as the rescission of this Agreement must be in writing in order to be valid. The same shall apply to any agreement setting aside the written-form requirement.

8.2 In addition to this agreement, the rules of German Civil Law and German Copyright and Publishing Law are valid.

\_\_\_\_\_  
place, date

\_\_\_\_\_  
place, date

\_\_\_\_\_

\_\_\_\_\_

name of the agent

name of the artist