



MEDIA LICENSING AGREEMENT



This Media Licensing Agreement (the “AGREEMENT”) is entered into effective this date, [_____, 2016] between [Bannex International, Inc] (“BANNEX”) and [_____] (“CLIENT”). All references to the Client in this Agreement shall include Client’s parent companies, affiliates, and subsidiaries.

Scope of this Agreement: This Agreement applies to any images, graphics, digital assets, or videos created or taken by Bannex, Le Parfait, MKTG, Down to Earth Distributors, or PSLive, and delivered to the Client (collectively known as “MEDIA”). This Agreement governs the relationship between the parties and no other communication shall modify the terms of this Agreement unless agreed to in writing.

Rights: All Media and rights relating to them, including copyright and ownership rights in the media in which the Media is stored, remain the sole and exclusive property of Bannex. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Media only for the Digital Marketing, Trade Journal Publication, or Print Advertising of Le Parfait Products, with express written approval from Bannex prior to each publication to enforce Brand Guidelines.

Media used for any purpose unrelated and outside of these terms, must be with the express permission of Bannex and may include the payment of fees, unless otherwise agreed to in writing. Media may contain copyright management information (CMI) at the discretion of Bannex. Removing and/or altering such information is prohibited and violates the Digital Millennium Copyright Act (DMCA) and Client will be responsible to Bannex for any penalties available under that statute.

Relationship of the Parties: The parties agree that neither Bannex, nor Bannex’s employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Bannex and the Media or any other deliverables prepared by Bannex shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are expressly defined by this Agreement.

Creation: The manner and method of creating any Media is solely at the discretion of Bannex and the Client has no right to control Bannex’s manner and method of performance under this Agreement. Bannex will use his/her best efforts to: (a) ensure that the Media conforms to Client’s specifications; and (b) submit all Media to Client in publishable quality, on or before the applicable deadlines.

Delivery: Bannex may select delivery of photographs in JPEG, TIFF, PNG, or other standard format, at a resolution that Bannex determines will be suitable for the Media as licensed. It is the Client's responsibility to verify that the Media is suitable for reproduction and that if the Media is not deemed suitable, to notify the Bannex with five (5) business days. Bannex’s sole obligation will be to replace the Media at a suitable quality but in no event will Bannex be liable for poor reproduction quality, delays, or consequential damages. Bannex has no obligation to retain or archive any Media delivered to Client.

Fees: There are no fees or expenses payable under this Agreement.

Cancellation: Either party may cancel this Agreement at any time. Bannex retains all rights to Media and rights may be revoked at Bannex’s discretion via written correspondence. In the event rights are revoked, all Media in the possession of Client will be removed from all forms of media and



MEDIA LICENSING AGREEMENT



permanently destroyed within ten (10) days. Client shall provide Bannex with written statement that all Media has been removed and destroyed.

No Exclusivity: This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Bannex, and Bannex shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Bannex.

Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties.

Indemnification: Client will indemnify and defend Bannex against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Media or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases are ensure they are full effect and in force.

General Law/Arbitration: This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between the parties. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of [Arizona]. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in [Maricopa County] [AZ], and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Severability: If one or more of the provisions in the Agreement is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

Waiver: No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Media Licensing Agreement to be duly executed as of the dates written below.

[CLIENT]

[Bannex International]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____