

COLLABORATION AGREEMENT WITH BLACK INK FOX

This is an agreement between “Party A” stated as Black Ink Fox and “Party B” stated as _____ made on the ___/___/20___. Here and after Party B is referred to as collaborator and Party A, Black Ink Fox referred to as Company.

The business parties are as follows:

Party A: Black Ink Fox

Party B: _____

WITNESSES THAT WHEREAS each of Party A and Party B, both parties are the individual and exclusive owners of certain paintings, engravings, drawings, sketches, Illustrations, designs, photographs, sculptures, works of artistic craftsmanship, digital files, and compilations of artistic works (“Artistic Works”) and all Intellectual Property Rights therein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained in this Agreement, and other good and valuable consideration. Hereby acknowledged by PARTY A and PARTY B (together the “Parties” and each a “Party”), the Parties agree, and covenant as follows:

Contract Name:

- This Contract will be known as Black Ink Fox X _____. (E.g. BlackinkfoxXABC)

General Conditions of the Agreement:

- The parties wish to become legal collaborators.
- Terms and Conditions will be outlined in this agreement.
- This agreement will be terminated as outlined here.
- This agreement’s primary purpose is to uplift Black Ink Fox and provide platform for various Artists/Crafters/Designers/etc. to sell their products.

CONFIDENTIAL

- This agreement is liable to make changes, depending on situations, when both parties agree mutually.
- The credits will be given to original artist/owner for their products sold here. (If the products are bought by us, we own the content and creation of the original product, as per transfer agreement (or whatever the agreement is named)).
- Certain percentage of commission will go to Black Ink Fox as agreed with the collaborator (refer clause B).

Clause A: Obligations of the collaborator

Assignment

- a) Collaborators must seek consent of us, to assign any of his or her rights to the Collaborative Work under this Agreement to a third party.
- b) Parties can carry on with his/her business by providing the notice, consisting of the details of it.

Representations and Warranties

Each Party represents and warrants that:

- a) The Parties are acting as independent contractors and not as partners, joint venturers, agents, or employees of the other Party.
- b) To the best of the Party's knowledge, there are no claims outstanding with respect to the Collaborative Work or any Intellectual Property Rights therein.
- c) The Party has not previously assigned, pledged, or otherwise encumbered the rights granted under this Agreement.
- d) Collaborative Work is jointly owned as set out above if worked together, for party with made on his/her own, has an obligation to sell on our platforms, as mentioned in this agreement.
- e) The Collaborative Work is original and does not infringe any existing Intellectual Property Rights of a third party; If it belongs, must be licensed to use the art/work, or credits must be provided to the original creator.
- f) The Party has been advised of his or her right to obtain independent legal advice and is entering into this Agreement freely without undue influence or under compulsion or duress.

- g) The Parties agree to indemnify each other against any losses, claims or liabilities which may arise which are occasioned by breach of this Agreement by the other.

Exploitation of Intellectual Property Rights

- a) The Parties agree and covenant that they shall mutually control the exploitation of the Intellectual Property Rights in the Collaborative Work. If there is dispute with the collaboration work, then the party who is initiated will be held responsible. If the work not initiated mutually, we shall have the final decisions as to exploitation of the intellectual property rights.

Subscriptions to collab

- a) You can choose a subscription plan with Black Ink Fox for providing a virtual space & visibility for your products. For plans you can refer the plan document.
- b) The Subscription amount varies depending on the number of products and the market value.
- c) Pricing of the products to be sold and the commission paid to Black Ink Fox will be mentioned in the end of agreement.

Confidentiality

- a) The confidentiality of the Black Ink Fox must be maintained, if found wrongdoing, Parties will be penalized for it and can face legal action.
- b) The confidentiality of the CUSTOMERS needs to be maintained, storing their details, illegal proceedings with them, misuse of information will result in legal consequences.
- c) Here by, parties are aware and understand these policies and proceed with agreement.

Clause B: Pricing

- Once the product of PARTY B is sold, percentage of payment will be made within 10 days. The parties involved is subjected to tax and to the extent required by law.
- Both parties are liable to set off amount to the unpaid or dues pending.

- Each specific artistic work on which the parties collaborate shall be subject to its own separate collaboration agreement.
- The Parties shall affix a copyright notice to the Collaborative Work and, if the Collaborative Work is registered with the copyright office of any jurisdiction, the Parties agree to register the Collaborative Work in both Parties' names as joint owners of the copyright in the Collaborative Work. The copyright notice shall read as follows:

© [Collaborator artist/PARTY A] and [Collaborator artist/ PARTY B] [Year of Creation], all rights reserved.

Clause C: Term and Termination

This Agreement shall be valid for the duration of any Intellectual Property Rights in or to the Collaborative Work.

This Agreement shall terminate automatically and without notice upon:

- a) the death or incapacity of a Party who is an individual.
- b) the dissolution or winding up of a Party who is a corporate body; or
- c) the commencement of bankruptcy proceedings in respect of a Party or the date on which a receiver, custodian, liquidator, monitor, and manager or any other person with similar powers is appointed for a Party or for any substantial part of a Party's property or any substantial part of a Party's property is seized by another person.
- d) If, prior to the completion of the Collaborative Work, the Parties disagree as to the design or execution of the Collaborative Work, either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. If the collaborator is giving notice, shall be deemed to have transferred his or her ownership interest in the Collaborative Work and all Intellectual Property Rights in the Collaborative Work to the other Party (us) on the termination date specified in the written notice.

Notice

- a) Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, email or post or other means of electronic communication capable of producing a printed copy.
- b) The Party needs to inform us, **within 2 months prior** if they decide to terminate the subscription. If failed, the amount will not be refunded.
- c) The party has 5 working days buffer period to inform us before their next **billing date of subscription** or to cancel/terminate the plan.
- d) Written notice should be provided as mentioned above with reason.
- e) In case of unknown factor, valid reason and proof must be provided for cancellation.

Clause D: Mutual Agreement

- The seller must ensure that their products do not cause any harm, sexually explicit, abusive, etc. In case of wrongdoing, we have the authority to terminate you/agreement and could face legal action.
- Black Ink Fox and Collaborator agree to the Terms & Conditions of the Collaboration of this agreement.

Amendments

- Any amendments may be made hereto upon the unanimous and written consent by both the parties.

Percentage

- The parties must be willing put efforts and consistency into their sales. If there is deviation, parties must take necessary action if not, % discussed will be reduced.
- The percentage is fixed, for any changes, both the parties needs to agree due to change in economic factors (sales etc) or polices.

The Percentage to Black Ink Fox _____ Signature _____

The Percentage to Collaborator _____ Signature _____

Both the parties signed hereto agree to the above stated agreement.

Party A: Black Ink Fox

Signature: _____

Party B: _____

Signature: _____

Date :

BLACK INK FOX