DIGITAL ARTWORK ACQUISITION AND LICENSING AGREEMENT

This Digital Artwork Acquisition and licensing Agreement is made and entered into as of **[**dd/mm/yyyy **]**, by and between:

Seller: Seller name

Buyer: Buyer name

1. Recitals

WHEREAS the Seller is the creator and sole owner of the digital artwork

WHEREAS the Buyer desires to purchase two (2) Artwork from the Seller, and the Seller agrees to sell the Artwork to the Buyer under the terms set forth herein; and

WHEREAS the Seller will have to mint the artworks on an NFT Marketplace (tokenpixelbay.com). And set the Price for 3 ETH each after which the buyer will have to purchase these listed artworks.

WHEREAS the Seller agrees to mint the selected artworks on the NFT marketplace (tokenpixelbay.com), with the associated minting fee of 0.2ETH.

2. Sale of Artwork

2.1 TRANSFER OF RIGHTS

IMPERIAL ARTS GALLERY

The Seller agrees to sell, and the Buyer agrees to purchase, the following digital artworks:

- _____

artwork_url _____

-

artwork_url _____

2.2 INCLUDED FORMAT

- JPG, or any digital versions the seller has available.

2.3 PURCHASE PRICE

The total purchase price for Each Artwork is **3 ETH (approximately 11164.89 USD)**, payable in full upon the minting of the Artwork.

3 Rights and Usage

3.1 LICENSE GRANT

Upon receipt of full payment, the Seller grants the Buyer a **non-exclusive, worldwide license** to use the Artworks for the following purposes:

- Display in personal or commercial projects.
- Display in Exhibition.

3.2 Royalties

As for royalties, we typically offer a percentage to the artist for future sales. Given this transaction focuses on the rights to your works as NFTs, we're offering a competitive rate. We'll give you **30% off** each sale, meaning you'll retain 70% of the revenue generated from future sales.

3.3 RESTRICTIONS

IMPERIAL ARTS GALLERY

The Buyer agrees **not** to:

- Resell, sublicense, or distribute either artwork as standalone products.
- Use either artwork in any unlawful or malicious manner.
- Modify either artwork in a way that infringes upon the Seller's moral rights or intellectual property rights.

3.4 ARTIST SIGNATURE PROTECTION

The Seller's artist signature or watermark will be embedded in both artworks to prevent theft or malicious use. The Buyer agrees **not** to remove, alter, or obscure this signature.

3.5 FUTURE SALES NOTIFICATION

If the Buyer decides to resell the Primary Artwork in the future, the Seller must be notified before the sale is finalized. If it is a private sale, the Buyer's identity does not need to be disclosed.

3.6 NO MODIFICATIONS POST-SALE

No changes will be made to either artwork after the sale. The Buyer agrees to use the artworks **in their original form** as provided by the Seller.

4 Delivery

4.1 DELIVERY METHOD

The Seller will deliver the two Artworks to the Buyer via **The NFT Marketplace.** https://tokenpixelbay.com

5 Warranties and Representations

5.1 SELLER'S WARRANTIES

The Seller warrants that:

- They are the **sole creator and owner** of both artworks.
- Neither artwork infringes upon any third-party rights.

5.2 BUYER’S ACKNOWLEDGMENT

The Buyer acknowledges that:

- They have reviewed both artworks and accept them **"as is."**
- They are responsible for ensuring that their use of the artworks complies with all applicable laws and regulations.

6 Intellectual Property and Legal Protections

6.1 REGISTERED INTELLECTUAL PROPERTY

The artworks are **registered intellectual property** of the Seller. Any unauthorized reproduction, modification, or redistribution of the artworks is **strictly prohibited** under applicable intellectual property laws, including but not limited to:

IMPERIAL ARTS GALLERY

- **United States Copyright Act (17 U.S.C. § 501 et seq.)**
- **European Union Copyright Directive (Directive (EU) 2019/790)**
- **New York State Intellectual Property Laws (New York Chapter 01)**
- **Chicago State Trademark and Copyright Laws (C.R.S. § 6-1-105 & C.R.S. § 7- 70-101 et seq.)**

6.2 PROHIBITION OF MALICIOUS USE

The Buyer is **strictly prohibited** from using either artwork in any manner that promotes:

- Hate speech, violence, or defamation.
- Any unlawful conduct under applicable laws, including:
  - **United States Digital Millennium Copyright Act (DMCA) (17 U.S.C. § 1201 et seq.)**
  - **European Union General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)** o **New York State Cybercrime Statutes (New York Statutes § 815.06 – Computer-Related Crimes)**
  - **Chicago State Consumer Protection Act (C.R.S. § 6-1-101 et seq.)**

7 Limitation of Liability

7.1 SELLER'S LIABILITY

The Seller's liability under this Agreement is **limited to the total purchase price** paid by the Buyer. The Seller is **not liable** for any indirect, incidental, or consequential damages arising from the use of the artworks.

8 Miscellaneous

8.1 GOVERNING LAW

This Agreement shall be **governed by and construed** in accordance with the laws of the **United States, European Union, New York State, and Chicago State.**

8.2 ENTIRE AGREEMENT

This Agreement constitutes the **entire understanding** between the parties and **supersedes all prior agreements** or understandings, whether written or oral, relating to the subject matter hereof.

9 Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Digital Artwork Sale Agreement as of the date first above written.

Seller: _____ Seller_name

Buyer: _____ Buyer_name

IMPERIAL ARTS
GALLERY

Sales Representative
IMPERIAL ARTS GALLERY
support@imperialartsgallery.com

SALE STATEMENT

CONTRACT NO. #284
INVOICE #100

*DATE:*dd / mm / yyyy

SELLER INFO:

Phone:
P.O. Box …… , ……
Studio: …. , ……

SALESPERSON	PHONE NUMBER	REQUISITIONER	SHIPPED VIA	CONTRACT	TERMS
		Sales Representative	Tokenpixelbay.com	Listed Below	Due on receipt

Artwork 1	artwork_url	3 ETH	11164.89
Artwork 2	artwork_url	3 ETH	11164.89

SUBTOTAL	22329.78
SALES TAX	0
SHIPPING & HANDLING	0
TOTAL DUE	22329.78

ITEMS ABOVE WILL BE PAID THROUGH CRYPTO CURRENCY
Make all checks payable to Imperial Arts Gallery
If you have any questions concerning this invoice, contact: support@imperialartsgallery.com

THANK YOU FOR YOUR BUSINESS!