

## IMAGES LICENSE AGREEMENT

This Images License (this “Agreement”), dated as of [DATE] (the “Effective Date”), is by and between BDG WRAP-TITE, INC., an Ohio corporation having an address of 6200 Cochran Road, Solon Ohio 44139 (“Licensor”), and [LICENSEE NAME], a [STATE OF ORGANIZATION] [LEGAL ENTITY TYPE] with offices located at [ADDRESS] (“Licensee”)

1. License Terms.

(a) “Licensed Images” means the photographs and/or images described on the attached Schedule 1.

(b) “Website” means Licensee’s website, located at [INSERT WEBSITE URL].

(c) “Territory” means the United States.

2. License Fee. In full consideration of the grant of rights and license hereunder, immediately upon execution of this Agreement, Licensee shall pay Licensor a license fee in the manner and based on the rates set forth on Schedule 1.

3. Grant of Rights. Subject to the terms and conditions of this Agreement, in consideration of the License Fee and Licensee's other agreements set forth herein, Licensor hereby grants to Licensee the non-exclusive, non-transferable, and non-sublicensable license throughout the Territory to display each of the Licensed Images solely on the Website mentioned above AND also the Licensee’s Catalog or flyer or sales sheets or any other promotional material. Licensee acknowledges and agrees that the license granted to it under this Agreement does not include the right to modify, edit, translate, include in collective works, or create derivative works of any Licensed Image in whole or in part.

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5. Credit. Licensee shall display the image/picture “As is” provided by the Licensor with the “Shield logo”

Licensee acknowledges that compliance with this Section 5 is a material term of this Agreement. Other than such credit, Licensee has no right to use Licensor's name or any trademarks, logos, or other intellectual property rights of Licensor.

6. Licensor Obligations. After mutual execution of this Agreement and payment in full of the License Fee to Licensor, Licensor shall deliver the Licensed Images to Licensee, at Licensee's sole cost, at the location, and in the format(s) and media, set out in Schedule 1.

7. Licensee Obligations.

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(d) Licensee shall not use any Licensed Image or any portion thereof, including portions depicting any person, in any manner that: (i) is defamatory, obscene, or pornographic, depicts anyone in a false light or deceptive context, infringes any trademark, other intellectual property, or any other right, or is otherwise unlawful or injurious or advocates unlawful or immoral activities; or (ii) suggests or implies sponsorship or endorsement of or by, or association with, any third party; or (iii) competes with or is detrimental to Licensor or Licensor's industry.

8. Representations and Warranties; Indemnification; Limitation of Liability.

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(b) EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8(A), LICENSOR HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT INCLUDING SPECIFICALLY ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

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(d) LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED,

SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) LICENSOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$100.00.

9. Standard Terms.

(a) Licensor may terminate this Agreement on written notice to Licensee if Licensee breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within five (5) days after receiving written notice thereof.

(b) Licensor has the full rights to terminate this Agreement on written notice at any point of time during the life of this agreement

(c) Licensee agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms and that Licensor is entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.

(d) No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(h) This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by the laws of the State of Ohio, without giving effect to any conflict or choice of laws provisions thereof. Either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Cuyahoga County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

(i) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as of the date set out above.

BDG WRAP-TITE, INC.

[LICENSEE NAME]

By\_\_\_\_\_

By\_\_\_\_\_

Name:

Name:

Title:

Title:

## SCHEDULE 1

### Licensed Images

Licensed Images: [DESCRIPTION OF LICENSED IMAGES.]

No. of Images:

Format/Media for Delivery: [FORMAT AND MEDIA IN WHICH LICENSED IMAGES WILL BE DELIVERED TO LICENSEE.]

Licensee's Address for Delivery: [ADDRESS (DIGITAL) FOR DELIVERY OF IMAGES.]

#### License Fee Details:

**No fee if Licensee has purchased > \$ 100,000 in the preceding year from the Licensor.** If at any point of time Licensee purchases less than \$100,000.00 of products from Licensor during preceeding calendar year, then the License Fee below will be charged. Sales figures will be required each January to confirm prior year's sales numbers.

**If Licensee purchases less than \$100,000.00 of products from Licensor, then the License Fee below will be charged.** In the event, at any time during a calendar year, Licensee pays a License Fee and then purchases in excess of \$100,000.00 of products from Licensor, then the License Fee paid during said year shall be refunded to Licensee. (This refund is only valid for a period of 3 years from the [DATE] (the "Effective Date") set on this agreement. After the expiry of the 3 year period no refund will be issued to the Licensee). Sales figures will be required each January to confirm prior year's sales numbers.

Minimum sales of \$25K per year is atleast required for this Agreement to be valid. If sales numbers are not met, then Licensor will have the right to immediately terminate the license set forth in the Agreement.

| <u>Number of Images</u> | <u>License Fee Per Image</u> |
|-------------------------|------------------------------|
| 1-20                    | \$10                         |
| 21-50                   | \$8                          |
| 51-100                  | \$7                          |
| 100-200                 | \$6                          |
| >200                    | \$5                          |