

Wall Art Vendor Agreement

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1.) By and Between

This Vendor Agreement ("Agreement") is made by and agreed to, between Artistic Interiors International, Inc. (Ai), located at 20316 NE 16th Place, Miami, FL 33179, USA, and the Vendor ("You").

2.) General Purpose of This Vendor Agreement

This Agreement is for the general purpose of binding the two Parties with the intention of You creating and producing original art/photography art, and allowing Ai to use Your creative materials for the purpose of wall art, in the form of original Works, by You, or in the form of

mass production prints, by You, for sale, by Ai, to an end customer/buyer on Ai's website(s), to include, www.ArtisticInteriors.com, and, at Ai's sole discretion, at Ai's showroom galleries.

3.) Privacy

You understand and Agree, Ai shall only share Your contact information within its operations and/or with its affiliate companies and subcontractors for the sole purpose of conducting its responsibilities, within this Agreement. Ai shall not sell, market, expose or share Your contact information, or any portion, thereof, with any third Party, otherwise, without Your consent.

4.) Artistic Interior's Commitment to Professionalism

At all times, Ai is committed to creating a positive, honest experience for all Parties, and treating its Vendors and Customers with utmost respect, attention and professionalism. Ai pledges to be very mindful and respectful of its Vendors' intellectual/artistic properties and Works. Ai's intention is to provide the End-Customer with an authentic piece of fine art, or print, thereof, of their liking, and to represent You, the Vendor, with utmost attention to selling Your Work(s) and maximizing the sales price for each Work sold, as best, as possible, while assisting in building Your career and reputation. Ai is committed to a high standard of integrity, and expects the same from all of its employees, agents, subcontractors, third-Parties and Vendors. In no case, will Ai tolerate negligent, dishonest or unprofessional behavior from any of its employees, agents, subcontractors, third-Parties or Vendors. Stern, quick action will be taken against any Party violating Ai's professional standards, reputation and ethics. Poor conduct or failure to perform or produce in a timely manner, by any of Ai's agents or Vendors, should be brought to Ai's attention, via the email address, provided, within this Agreement.

5.) Term

This Agreement shall commence upon Your indication that You have accepted this Agreement, by providing the required information and 'clicking through' the "I Agree" button, and shall last for a period of one year, in accordance with the Terms of this Agreement. You understand and agree, if You take no action, each year, this Agreement shall renew, for an additional year, with no charge to You, automatically. You understand and agree, each of Your submitted Works shall be committed and listed for a minimum period of one year, from the date of acceptance by Ai, per the Terms of this Agreement.

6.) Proprietary Rights

a. Use of Your Marks and Works

You warrant that You are the sole copyright owner of all Works, submitted by You, for display and sale. You authorize and give Ai express permission to display and sell Your Work(s), as selected and agreed upon, for 12 months (with automatic renewal), at Ai's sole discretion, and on Ai's sites, such as, but, not limited to, www.ArtisticInteriors.com, related social sites, general advertising, etc.

b. Ownership and Permissions

i. You warrant, You are the sole copyright owner of all Work(s), submitted by You, for display and sale. You authorize and give Ai express permission to display and sell Your Work(s), as selected and agreed upon, for the duration of this Agreement, at Ai's sole discretion, and on Ai's sites, such as, but, not limited to www.ArtisticInteriors.com, related social sites, general advertising, etc. You shall not display any Ai trademarks and/or names, outside of the permissions within agreement, without express written permission from Ai. As well, You shall not use or display any content from our website(s), showrooms or galleries, without express, written permission, and

You understand, using or displaying such information and content, without express written permission from Ai, is a direct infringement and violation of Ai copyrights and proprietary rights, and a default of this Agreement.

ii. In the case of joint Ownership of a certain Work, all parties must create an individual file and list such Work as a collaboration piece, within their profile, with the percentage they expect to get paid, per their agreement, among one, another, with the other artist(s) name(s) listed, as well.

c. Authority

Each Party represents and warrants to the other Party, as to itself, that, the person executing this Agreement is authorized to do so on such Party's behalf. IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE, AT LEAST, 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.

d. Infringements

None of Your promotional activities may infringe another's proprietary rights (including, but, not limited to copyright and trademark rights), Ai's proprietary rights, or a third Party's proprietary rights. You shall not upload an artist's Work(s), without express written permission from such artist. Fraudulent submissions, of any type or form, will not be tolerated by Ai, and such activity will be handled with aggressive legal actions.

e. Data Ownership

i. You understand and agree, all personally identifiable information, if any, provided by Ai's Customers, agents, employees, vendors, etc., is the sole and exclusive property of Ai. You shall not attempt to collect such information or contact or communicate or accept an invitation to communicate, whatsoever, directly or indirectly, in any form, with any Customer of Ai. Said unauthorized communications with end-customers may result in the Termination of this Agreement, per the Terms of this Agreement.

ii. You understand and agree, You shall not copy, extract, track, duplicate, download, manipulate, alter, pierce, or make any commercial use of Ai's websites, social sites or its content, without Ai's express written consent, outside of the permissions of this Agreement.

f. Your Use of Ai Proprietary Rights

As an Ai Vendor, You are granted permission to use Ai's name, logo and website address in conjunction with promoting Your listed Works, ONLY. You agree, Your use of any Ai Website(s), such as, but, not limited to, www.ArtisticInteriors.com, and Your use of any Ai trademarks, service marks, trade names, and/or URLs is subject to copyright and trademark laws and protections. Further, You agree to place and use our trademarks, service marks, trade names, responsibly and professionally, not to defame or misrepresent Ai in any manner. Explicitly, You agree not to adopt or use, in any manner, any trademarks, service marks, trade names, and/or URLs that are the same or confusingly similar to, or are combined with those of Ai. For said violations, immediately, Ai may suspend Your account, while Ai investigates said matter, and upon 1 day written notice, effective from the 2nd day, may terminate this Agreement and Your participation in the Vendor Program. Further, Ai shall seek to enforce any and all local, federal and international laws and punishments allowable by law, and shall seek full compensation for any and all damages caused by Your actions, whether said actions were direct or indirect. Additionally, Ai may terminate You from said Vendor Program for breach of a third Party's proprietary rights, and/or diluting, tarnishing or blurring another's trademarks, trade names, service marks, and/or reputation, or for Your material breach of this Agreement.

g. Display of Artist's Name

As an emerging artist, You understand and agree, in order to protect the interests of Ai, Your name will be displayed with Your Works, only after the gross annual sales of Your Works exceeds \$25,000.00 (US) in any 12-month period. At this time, You will receive a letter and certificate from Ai, congratulating You, and awarding You with a new position of tenure on our website(s). From that point, forward, Your Works will be listed with and by Your trade-name/artist name. Your promotion on Your social sites, of Your works for sale on Ai's website(s) will help You reach this goal. To maintain said status, you must maintain sales at or above \$6,000.00, in any 6 month period.

h. Fiduciary Responsibilities

Title to each of Your Original Works remains in You until You have been paid the full amount owing him or her for said Works; title then passes, directly, to the Customer. All proceeds from the sale of the Artworks shall be held in trust for the Artist.

i. Acknowledgement and Restrictions

Upon delivery of Your Work(s), You shall be acknowledged as the creator and copyright owner of the Artwork. On each Bill of Sale of any Artwork, Ai shall include the following legend: "All rights to reproduction of the Work(s) of art identified, herein, are retained by the Artist: "YOUR NAME".

7.) Confidentiality Obligations

You or Ai may provide the other with information that is confidential and proprietary to that Party or a third Party, as is designated by the disclosing Party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). The receiving Party agrees to make commercially reasonable efforts, but, in no case, no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of, and to protect any proprietary interests of the disclosing Party. Confidential Information shall not include (even if designated by a Party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving Party; (ii) that is lawfully received by the receiving Party from a third Party without restriction on use or disclosure and without breach of this Agreement or any other agreement, without knowledge by the receiving Party, of any breach of fiduciary duty, or (iii) that the receiving Party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, You must destroy or return to Ai, any Confidential Information provided by Ai, to You, under this Agreement, and both Parties agree, indefinitely, beyond the duration of this Agreement, to act in a professional and respectful manner to refrain from sharing any such information, which, may damage or compromise the other Party. Both Parties are aware and acknowledge, such acts of negligence may be punishable, by law, before, during and beyond this Agreement.

8.) Advertising, Selling and Promoting

a. Ai shall, at its sole discretion, advertise and promote its website and the sale of its Vendors items, as permitted, by this Agreement. As well, from time to time, You agree, Ai may select Your individual Works and/or items to be featured on select pages of its website(s), social sites or at any of its physical store locations and/or events. You give Ai express consent to conduct said advertising and promotions.

b. You agree, You will keep and maintain, in perfect order, Your Original Works, which, are listed to sell on Ai's website(s). As well, You agree, You will not advertise Your Original Works, which,

are listed to sell on Ai's website(s), at an amount lower than Ai's advertised price; nor will you advertise said items without directing potential buyers to Ai's website(s). Further, You will not advertise prints of Your Works, which, are listed to sell on Ai's website(s), at an amount equal or lower than Ai's advertised price.

9.) Termination

a. Your Termination of this Agreement

This Agreement, with its originally submitted Works, or any portion, thereof, may be Terminated, by You, upon the fulfillment of one year, upon the receipt of 60-days (or more) notice, prior to the automatic renewal date of this Agreement, with no fines or fees. To insure Ai's receipt of said Notice, The Notice of Termination must be in all of the following methods: (1) Log into Your Vendor Account and 'click through' the Notice of Termination submission form, electronically, (2) Print, complete and sign said Notice of Termination form, found in Your Vendor Account, and mail to Ai, per 'Notices', within this Agreement.

(ii) Terminating this Agreement before the first 12 month obligation matures, shall obligate You to pay a Removal Fee on each of Your remaining Original Work(s), as described in part 14.) b. of this Agreement, 'Your Removal of Works'.

(iii) Upon Terminating this Agreement, any of Your Work(s) submitted by You, beyond the three original submissions, upon Agreeing to this WAVA, shall be subject to a Removal Fee, as described in part 14.) b. of this Agreement, 'Your Removal of Works'.

(iv) In the case there are pending obligations, by either Party, this Agreement will survive said Termination Date, and both Parties shall be obligated to satisfy said obligations, per the Terms of this Agreement. Said Termination Date shall become effective upon all Parties obligations being satisfied. Ai, upon its discretion, may continue to advertise and sell Your submitted and approved works, until the final day of said Termination.

b. Ai's Termination of this Agreement

Ai may terminate this Agreement, immediately, upon Notice, for Your breach of this Agreement or any part, herein. Immediately, Your Account may be deactivated during investigation of said breach of this Agreement. If this Agreement is terminated, based upon Your breach, You shall not be eligible to enter into a new click-through Vendor Agreement, and any attempt to do so shall be null and void, unless Ai, at its sole discretion, determines, otherwise, and confirms such decision to You, in writing. Further, You shall be obligated to pay Ai the agreed commissions for all of Your submitted and approved Work(s), per the Terms of this Agreement.

c. Post-Termination

Upon any Termination of this Agreement, any outstanding payments shall be paid by Ai to You within 60 business days of the final termination effective date, and any of Your outstanding balances or works shall be paid and/or furnished by You to Ai no later than 10 business days from the termination of this Agreement. Only, when warranted, all payments from You are subject to recovery by way of a charge-back by Ai. Said 'charge-back' may be deducted from any remaining money due to You, by Ai. Upon final termination of this Agreement, any permissions granted under this Agreement will terminate. Immediately, both Parties must remove all links, marks and advertisements related to one another. Provisions of this Agreement, that, by their nature and context, which, are intended to survive the termination of this Agreement, shall survive the termination of this Agreement to the extent, that, and as long as is necessary to preserve a Party's rights under this Agreement, which, accrued, prior to said termination.

d. Termination of Programs and Offers

Ai, at its sole discretion, may terminate or suspend its Programs and Offers, at any time.

e. In The Event of Death

In the event of Your death, Your estate shall have the right to terminate the Agreement. Within 30 days of said notification of termination, all accounts shall be settled and any and all unsold Artworks, in Ai's possession, shall be returned by Ai.

10.) Notices

Except as provided, elsewhere, herein, both Parties must send all notices, relating to this Agreement, to: (i) Ai, via registered mail, return receipt requested or via an internationally recognized express mail carrier to: 20316 NE 16th Place, Miami, FL 33179, USA, (ii) You, at the email or physical address listed on Your Account (effective upon sending, as long as Ai does not receive an error message regarding delivery of the email) or five (5) business days after mailing).

11.) Business Entities and Taxes

a. The Business Relationship

You understand and agree, Your business relationship to Ai is as an independent contractor, whether as a sole-proprietor or incorporation. Payment of any taxes, if any, for the sale of Your goods to Ai shall be Your responsibility. The relationships of the Parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed, otherwise. Nothing in this Agreement or in the business or dealings between the Parties shall be construed to make them joint venturers or partners with each other. Neither Party shall do anything to suggest to third Parties that the relationship between the Parties is anything other than that of an independent contractor. You agree that Your consent is not necessary to modify any content on Ai's website(s).

b. Taxes

Ai is not obligated to and shall not provide You with tax and/or legal advice. You are obligated to assess and comply with all relevant tax and legal requirements, independently. Ai is responsible for its own sales tax collection and reporting obligations arising from sales made to end-customers. Further, You agree, You will cooperate and submit any and all tax forms, required by Ai, before any payment is released to You.

12.) Submittal of Works

a. Photography of Original Works and Listing of Goods.

When You submit original art for sale, You will be responsible for providing professional, color-balanced, cropped and edited photographs, that meet the sizing standards, set forth in the Works Submittal Application. You may choose to allow Ai to supply such photographs for a fee of \$65, each. For said fee, Ai shall be responsible to supply one final photograph of one piece of art, color-balanced, edited and sized, to Ai's requirements, one small digital file for advertising/ listing, and one large file for printing, if applicable. For said circumstance, You will be responsible for delivering Your Original Works to and from Ai's local, physical location, for said photography. You shall allow Ai to hold Said Works until the color balancing is completed (typically 3-10 business days).

b. Application Fee and Pending Approval

In order to cover Ai's costs for reviewing and screening Your application and art submittals, You agree and understand, You shall be responsible to pay a NON-REFUNDABLE \$50.00 application and screening fee, before submitting Your application. You must submit no more and no less

than 3 of Your Works, with Your application. Ai has 45 days until their first action of the approval or disapproval process of Your Vendor Application. You agree and understand, Ai, at its sole discretion, may or may not approve Your application and/or Work(s), and the \$50.00 payment does not secure an approval of Your Application. In the case Your Application is approved, there will be an in-house profile created for You, as a Vendor, and there will be an approval letter sent to You, via the E-mail address, supplied by You. If Your application is not approved, You will receive a letter explaining why You have not been approved, via the E-mail address, supplied by You. In the case of questions, concerns or missing information needed to approve Your application, Ai shall communicate with You, via the E-mail address supplied, by You, within Your application. You shall have 14 days to respond to any such requests by Ai. After 14 days, Your application will be archived or deleted, at the sole discretion of Ai, and Your Application Fee will be lost.

c. Submission of Additional Works

Upon approval of Your Vendor Application, You must maintain a quantity of three original Works (or more), for Sale, on our website. When one of Your original Works sells, You shall have 30 days to submit an additional piece. Until one of Your Works sells, Ai shall charge a \$15 screening and approval fee for each piece submitted. For the sale of each of Your original Works, Ai will credit Your Vendor Account with five free screening fees, for the rest of the duration of Your Agreement's Term. Said credit shall not have a cash value, nor shall it be transferrable or able to be applied to past fees.

d. Objectionable Content

You represent and warrant, all works and promotional means, by You, in connection with Ai, will not contain objectionable content (including, but, not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and You will not mislead others. You agree to: (i) use ethical and legal business practices, at all times. You understand and agree, Ai's public relations department monitors Ai Vendor conduct. Any suspected said fraudulent, abusive, reprehensible or otherwise illegal content or activity by You, through any of Your promotional methods, or that is perpetrated through use of the Ai Vendor program, website(s), or otherwise, is grounds for immediate termination of this Agreement or deactivation of Your Account, at the sole discretion of Ai. You understand and agree, all of Your Works, submitted to Ai, will be subject to screening and approval. For approved Work(s), Ai, at its sole discretion, retains the right to list and categorize Your Work(s), as they see best suitable and acceptable.

e. Sale Price of Your Work(s)

Upon submittal and acceptance, You and Ai shall agree on a set price to advertise and sell each of Your Work(s). Unless said prices are renegotiated, Said price(s) shall be binding, for the duration of this Agreement. Renegotiating said Work(s) price(s) may be completed, after said Work(s) do not sell for a period of 120 days. You or Ai may initiate the renegotiation process at said times. The maximum reduction in any renegotiated price shall not exceed 15%, per renegotiation, unless approved, otherwise, by Ai. The maximum allowable amount of renegotiations shall be, three. Each final, renegotiated price, as calculated and/or suggested by Ai, shall be final and binding on You.

f. Prints

Prints of Your Works may be listed by You, for sale, by Ai, without possession of Your Original Work for said Prints, assuming You still maintain full ownership of copyright(s) of said works.

Prints of Your Works may be offered in different sizes, mediums, etc., as different items for sale. Ai retains the right to decide on setting limits, if any, of varieties (i.e. sizes, mediums, etc.) of each Work.

13.) Production, Standards, Insurances, Delivery and Procedures

a. Ai's Production

Prints of Your Work, be it photography or art, unless otherwise agreed, shall be produced/ furnished by Ai. You agree, Ai is allowed to use a third Party printing company for such tasks.

b. Vendor's Production of Original Works

Original artwork submitted by You for sale, shall be said Work sold and delivered. Said Work(s) SHALL NOT NOT BE DUPLICATED BY HAND, MACHINE OR OTHERWISE, then, sold/represented with the use of a photograph of a similar Work. The EXACT, original Work photographed and described for advertising, shall be the EXACT original Work sold, with no modifications or changes. Original Works shall be signed and titled, by You.

c. Inventory and Permissible Time to Produce

You shall only submit original works for sale, if said Work(s) are complete and readily available. You understand and agree, said Works become solely and exclusively for sale on www.ArtisticInteriors.com. Until said Work(s) sell or this Agreement is terminated, You shall safely store and keep available, any Work(s) You have submitted for sale on Ai's website(s). Upon receipt of Notice of Purchase, You shall furnish said Work(s) to Ai, within 5 business days, in perfect, sellable condition.

d. Product Standards

You agree and warrant, when You are responsible to hand deliver goods to Ai, it will be of high quality and in perfect, sellable condition, when received by Ai. Equally, Ai agrees to make every effort to deliver said goods to the Customer in a manner equal to which the goods were received.

e. Inspection

Upon receiving possession of Your Work(s), Ai shall have a reasonable opportunity to inspect the Your Work(s) to determine if Your Work(s) conform to the requirements of this Contract. If Ai, in good faith, determines all or a portion of Your Work(s) are non-conforming, Ai may return Your Work(s) to You, at Your expense. Ai must provide written notice to You of the reason(s) for rejecting Your Work(s). If said Work(s)/Goods become damaged during Your transport/delivery, You shall be obligated to furnish a replacement piece, in an expeditious manner, with top priority given to Ai. The acceptable time to complete and deliver the replacement Work will be determined, separately, in such an event; However, shall never exceed 30 days.

f. Title/Risk of Loss

If and when You elect to or are required to ship Your Work(s) to Ai, You shall pay all related shipping costs, taxes, fees, tariffs and adequate insurances, in accordance with its shipping instructions. Once Your Work(s) are accepted and received by Ai, Ai shall be responsible for packaging, shipping, taxes and safe delivery to the Customer, and shall bear all risks of damage or loss until Your Work(s) are delivered to the Customer.

g. Delivery

a. Original Art shall be delivered to Ai, by You, in perfect condition, wrapped/stretched over a frame. Ai shall be responsible for packaging Your art for safe delivery to the end buyer.

- b. Prints shall be printed by Ai and delivered as unwrapped and unframed, rolled, in a tube.
- c. Numbered and/or 'touched' Prints shall be delivered to Ai, by You, in perfect condition, wrapped/stretched over a frame or loose, as specified in Your item's description. Ai shall be responsible for packaging Your art for safe delivery to the end buyer.

14.) Removal of Works

Ai's Removal of Works:

Ai, at its sole discretion, may remove Your Work(s) from any and all of Ai's websites, at any time, with written notice to You, explaining the reason(s) for Ai's actions.

Your Removal of Work(s):

You have the option to remove Your Work(s). The procedure for You removing Your Work(s) is, as follows: i) Login to Your Vendor Account and submit a Works Removal Request (in Your Vendor Profile), ii) Await Ai's approval/acknowledgment of Your request, iii) If said Work has been listed for less than 12 months, You will be required to pay a removal fee of 20% of said Work's listed price, within 10 business days of Ai's Acknowledgment of Your Request. If said fee is not paid within said period, Ai will assume You have forfeited Your request, and You will be required to resubmit another Works Removal Request. Upon receiving Your payment (partial payments shall not be accepted), Ai will remove said Work(s) from its art listings on any and all of Ai's websites, within 7 days. If said Work(s) is in physical possession of Ai, Ai will make Your Work(s) available for pickup or delivery, at Your expense, within 7 days. Any packing costs are the burden of You. If Your Work(s) are not picked up for delivery, within 7 days, Ai shall have the right to assess and add a daily storage fee, due by You, upon Your receiving said Work(s). If said Work is purchased by a Customer, before You make Your payment, the Customer's purchase shall prevail, and the Work(s) shall be committed and delivered to said Customer(s).

15.) Payments

a. Payments to Ai

Your payments to Ai shall be from an account with sufficient funds, and shall be received by Ai, within 10 business days of money becoming due. You shall be responsible for all bank fees and related costs of making any payment. You understand and agree, payments not received within the allowable 10-day period, may be subject to any additional costs, interest and fees, incurred.

b. Acceptable Methods of Payments by You

When making a payment to Ai, You understand and agree to the following forms of acceptable payments: credit card, debit card, electronic check and Paypal. The option You choose shall remain the method of payment used for the duration of this Agreement. In the case of eliminating/changing accounts or credit card numbers, You must update Your banking information, within five business days, from the time of said change, through Your Vendor Profile.

c. Method of Payment by Ai

Payments made to Vendors, within the continental United States, shall be in the form of a written check or electronic check or Paypal. Payments made to Vendors, outside of the continental United States, shall be in the form of a bank transfer or other electronic means, as set forth and agreed to, in Your Vendor Profile.

d. Commissions

The default commission amounts from the the sale of Your Original Work(s) are 70% You/30% Ai. The default commission amounts from the the sale of prints of Your Original Work(s) are 60% You/40% Ai. Please, note, select reputable Artists may have a custom commission or a set purchase price or payout for each item sold, as set forth and agreed upon in the Works Submittal Application within the Vendor Profile. When You deliver Your Original Work(s) to Ai, for delivery to a Customer, in perfect condition and in a timely manner, set forth in this Agreement, 100% of Your commission shall be credited to Your Ai Vendor Account for payment. Your 'Vendor Account' will show all past, current and upcoming transactions, regarding Your Works/sales, etc. Ai shall ship and deliver said Work(s) to said Customer. Ai will not release payments from your Vendor Account to Your bank account, until Customer has received and accepted said Original Work(s). All payments due to You, shall be paid, per the related Payment Cycles. If Customer rejects said Work(s), Ai shall perform a 'charge-back' to Your Vendor Account. If said Work(s) become damaged, after they are received by Ai, Ai shall bear all responsibility of said damage, and You shall be paid Your full commission in the next Payment Cycle. Payments for prints will be credited to Your Vendor Account, upon the purchase of the item(s). Said credit will be paid to you, in the Payment Cycle.

e. Payment Cycle

By the last day of each calendar month, Ai will issue to You a payment for any positive balance in Your Vendor Account for transactions reported for the previous month. You agree, Ai has the right to seek, on behalf of You, any and all amounts due from Customers. Any conversion rates shall be determined, in accordance with Ai's operating standards. Upon Ai's discretion, Ai has the right to assess fair-market service fees, as necessary, in order to process Your payment. The number or amount of transactions, credits for payouts, and debits for charge-backs, as calculated by Ai, shall be final and binding on You.

f. Chargebacks

Ai may apply, a debit to Your Ai Vendor Account, in an amount equal to a Payout, previously credited to Your Ai Vendor Account, in circumstances of: (i) Refusal of Your Work(s), (ii) duplicate entry or other clear error, (iii) non-bona fide Transactions, or (iv) where any Payouts, subsequently, transpire to be in excess of the amount that was actually due to You ("Chargeback"). Chargebacks may be applied to Your Ai Vendor Account, at any time, including previous payment cycles.

16.) Vendor Profile/Account:

a) Vendor Profile Feature

Effective, on or before January 1, 2018, Ai shall provide You with access to sales and payment tracking, reporting tools, a works submittal portal and other support services, through the use of Your online Vendor Profile. You will be permitted to login for said uses, ONLY. Upon creating said profile, Ai shall notify You, using Your E-mail address. Usage instructions and a link, directing You to the site, will be included in said E-mail.

b) Usage and Security of Your Vendor Profile

You shall be responsible for all usage and activity on Your Vendor Profile and for loss, theft or unauthorized disclosure of Your password (other than through Ai's negligent or willful conduct or omission). You shall provide Ai with prompt, written notification of any known or suspected unauthorized use of Your Vendor Profile or breach of the security of Your Account.

17.) Exclusivity of Submitted Original Works

You understand and agree, for the term of this Agreement, Your submittal of Your Original Work(s) shall grant Ai Exclusivity of said Work(s). You shall not sell said Work(s), through or by any other means or source. Further, all of Your promotions of said Work(s) shall mention Ai and/or its website(s), as the seller of said Work(s). Exclusivity does not apply to prints.

18.) Support

Phone support will be available after January 1, 2017. Immediately, Support shall be made available to You, on-line, through the "Vendor Help" link, within Your profile, which, allows You to categorize and describe Your issue. Ai will respond in an expeditious, professional manner, usually, within 24 hrs.

19.) Warranties

Ai will make exceptional commercial efforts to keep it's Website operational and secure. However, the Parties agree, in the case of incidental system downtime or a breach of the website, not to hold Ai liable for any of the consequences of such interruptions or actions. Ai maintains the right to modify its website(s), or discontinue any service, promotion, or any portion, thereof, at any time.

20.) Indemnification

You agree to indemnify, hold harmless, and defend Ai, its affiliates, successors, assignees, customers, and users from any and all claims, demands, suits at law or equity, and to pay for all expenses, including attorneys' fees, involving third-Party infringement or alleged infringement of any patent, trademark, or copyright, resulting from Your use of Ai's marks and/or Your promotion or sale of Your goods. Further, You understand and agree, Ai has no control over third Parties, and You agree to hold harmless, Ai, against any and all unlawful acts of said person(s), including, but, not limited to, breach of site, theft of content, infringement of copyrights, misuse of materials, etc.

21.) Compliance with Laws

You understand and agree to take full responsibility for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of all relevant regulatory authorities) in force or applicable in any country, state, province, municipality or territory, and warrant that no promotion method used by You or the content of Your Website(s) or social media will render Ai liable to any proceedings, whatsoever.

22.) No Disclaimer for Death or Personal Injury

Nothing in this Agreement limits or excludes either Party's liability for fraud or for negligence, causing death or personal injury.

23.) Translations

This Vendor Agreement and related materials ("Ai Materials") may be translated into different languages. In the event of any conflict or inconsistency between any term in Ai Materials in the English language and any translation, thereof, in any other language, the English version shall prevail.

24.) Choice of Law/Attorneys' Fees

This Agreement is governed by the laws of the State of Florida, USA, without respect to choice of law rules, and the Parties consent to exclusive jurisdiction and venue in the state and federal courts in Florida, for such purpose. The Parties consent to such venue and jurisdiction and waive

any right to a trial by jury. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A Party that primarily prevails in an action brought under this Agreement is entitled to recover from the other Party its reasonable attorneys' fees and costs. Ai controls and operates its website from it's offices in the USA, and access or use, where illegal, is prohibited.

25.) Force Majeure

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with, by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party, unable to carry out its obligations, gives the other Party prompt, written notice of such event, then, the obligations of the Party invoking this provision, shall be suspended to the extent necessary, by such event. The term 'Force Majeure' shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs or Work stoppages. The excused Party shall use reasonable efforts, under the circumstances, to avoid or remove such causes of non-performance, and shall proceed to perform, with reasonable dispatch, whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

26.) Waiver of Contractual Right

The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

27.) Failure To Pay/Remedies on Default

In addition to any and all other rights a Party may have available, according to law, if a Party defaults, by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment, when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe, with sufficient detail, the nature of the default. The Party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

28.) Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due,
- b. The insolvency or bankruptcy of either Party,
- c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency,
- d. The failure to make available or deliver the Goods, in the time and manner provided for, in this Agreement.

29.) Option of Arbitration

Upon a mutual agreement, between both Parties, any controversies or disputes arising out of or relating to this Agreement may be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The Parties shall select a mutually acceptable arbitrator, knowledgeable about issues relating to the subject

matter of this Contract. In the event the Parties are unable to agree to such a selection, each Party will select an arbitrator, and the two arbitrators, in turn, shall select a third arbitrator, all three of whom, shall preside, jointly, over the matter. The arbitration shall take place at a location that is located in Broward County, Florida, USA. All documents, materials, and information in the possession of each Party, that are in any way relevant to the dispute, shall be made available to the other Party, for review and copying, no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the Parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the Parties shall continue to perform their respective obligations under this Contract.

30.) Change of Contact Information

No later than five (5) days, either Party shall notify one another of any change(s) of applicable name(s), address and/or tax status or banking information, as needed, by the opposite Party, through Your Vendor Profile, and by certified mail.

31.) Assignment

Neither Party may assign or transfer this Contract without prior written consent of the other Party, which, consent shall not be unreasonably withheld.

32.) Entire Agreement

This Contract contains the entire agreement of the Parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the Parties.

33.) Amendment

This Contract may be modified or amended if the amendment is made in writing and signed by both Parties, on or after the date of this Agreement.

34.) Severability

If any provision of this Contract shall be held to be invalid or unenforceable, for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but, by limiting such provision, it would become valid and enforceable, then, such provision shall be deemed to be written, construed, and enforced, as so limited.

By clicking “I Agree”, You confirm, that, You understand and agree to all of the Terms and Conditions, herein, and will abide by them, with no exceptions or exemptions.

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