

TERMS AND CONDITIONS

ARTIST NON-EXCLUSIVE REPRESENTATION BY POTATO MIKE, LLC

1) **INTERPRETATION.** These terms and conditions (the "Agreement") are an integral part of the non-exclusive representation provided by POTATO MIKE, LLC to the Artist who agrees to display his/her artwork on PotatoMike.com (hereinafter referred to as the "Platform"), which is located at 360 ne 27th street 8th floor, Wynwood, Miami Art District, Miami, 33127.

2) **SCOPE OF THE PLATFORM.** PotatoMike.com is an online marketplace for both established and emerging artists to sell and showcase their work to art appreciators around the world.

3) **REPRESENTATION.** The Artist appoints the Platform to act as the artist's sales representative for the online exhibition and sale of the works listed on the PotatoMike.com website (the "Artwork"). The Artwork shall be exhibited and sold through the Platform's website www.PotatoMike.com. The Artwork will remain in the possession of the artist until notified of a sale by the Platform.

4) **TERMS AND TERMINATION:** This Agreement shall last for a term of 3 months and will automatically renew for an additional 3 months for the Artwork at the sole discretion of the Platform. The Agreement can be terminated by either party by giving a 30-day written cancellation notice. The Agreement shall automatically terminate with the death of the Artist, the death of all partners of the Platform, or if the Platform becomes bankrupt or insolvent.

5) **ARTWORK.** Artist grants the Platform the rights to act as the sale representatives for the Artwork. This representation shall last for a period of time listed under Item 4 in TERMS AND TERMINATION. The Artwork shall remain in possession of the artist until they are sold. Platform is not responsible for the insurance of the work with one exception: shipping and handling insurances shall be the responsibility of the Platform. The Artwork, to the extent applicable, shall not be fraudulent, illegal, counterfeit, or stolen items. The Artist assumes responsibility for any violation of copyright laws, and agrees to indemnify the Platform if the Artist's work is found to infringe upon any intellectual property law.

6) **COMMISSIONS, PRICES, AND PAYMENTS:** The Platform will retain 50% of the sales of the Artwork under this agreement to the Platform for the period of this agreement. Platform agrees to sell the Artist's work at the retail price agreed by both the Artist and the Platform. Any change in price, including discounts and price increments, will be discussed by the Artist and the Platform until an agreement over the final price is reached. Artist agrees to direct to the Platform any communication received by the artist in relation to the Artwork. Platform shall pay the Artist all proceeds due to the Artist after 15 days, but no later than thirty days from the date of the arrival of the artwork to its final destination. No sales on approval or credit should be made without the written consent of the Artist unless the first proceeds received by the Platform shall be paid to the Artist until Artist has been paid all proceeds due.

7) **TAXES AND DUTIES:** All export taxes and duties are the responsibility of the Artist. All import taxes and duties or sales taxes are the responsibility of the buyer. Shall the buyer choose to return the artwork within the 14-day return policy period, the buyer is responsible for shipping charges of the artwork. The Artist is responsible for requesting the refund on the export taxes from their country's customs.

8) **ACCOUNTING:** For each sale of Artwork, the Platform shall list the name of the work, the date of sale, and the sale price and share the information with the Artist. Upon written request, the Platform shall permit the Artist or the Artist's authorized representative to examine the books and documentation as it relates to the Artist during normal business hours.

9) **PROMOTION AND MARKETING:** Platform agrees to display in its website a page with the Artist biography, and photographs of the Artist's work. Platform agrees to oversee the promotion and marketing strategy for the works under this Agreement. The Artist agrees to contribute images, text, video, audio and/or any other materials necessary ("Editorial Content") for promotion of his/her profile, from time to time throughout the duration of his/her participation in the Platform. Editorial Content may include, but it is not limited to, photographs, industry insight, behind the scene views into your work, and trends.

10) **PERMISSIONS:** Platform does not claim ownership rights over the Artwork, or any materials provided as Editorial Content. However, Artist grants the Platform permission to use, host, store, reproduce, display, modify, distribute, perform and otherwise use the images of the Artwork and Editorial Content for promotional purposes, including without limitation in PotatoMike.com publications, emails, social media (Facebook, Instagram, Tumblr, Twitter, blogs, etc.), and other customer communications. Platform hereby grants the Artist a non-exclusive non-transferrable, royalty-free, worldwide right and license to use the PotatoMike.com seal on the Artist's website

11) **SALE AND SHIPMENT AND RETURN POLICY OF THE ARTWORK:** Artwork under this Agreement will be listed on the Platform's website with pertinent information about the Artwork. Artwork under this agreement will remain in the possession of the Artist until they are sold. The Artist agrees to make the purchased work available for shipping/framing within 72 hours of the sale. Framing, handling, and shipping of the work will be the responsibility of the Platform. In the event of loss of work by the postal carrier, the Artist will receive 50% of the postal carrier insurance upon payment of the insurance claim to the Platform. The Platform's allows a 14-day return policy over the purchased artwork, in the condition in which it was shipped by the Artist/Platform/Framer.

12) **INDEPENDENT CONTRACTORS:** The Artist and the Platform are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement.

13) **COPYRIGHT AND SECURITY INTEREST:** The Artist will maintain the creative rights of the Artwork. Platform shall take all the steps necessary to provide copyright notice of the Artwork under this Agreement on the Platform's website. The Artist agrees to indemnify the Platform if their work infringes upon anyone else's intellectual property, i.e. copyrighted material. Artist states that they are the creators of or have the rights to sell the Artwork. In the event of any default by the Platform, the Artist shall have all the right of a secured party under the Uniform Commercial Code and the Artwork shall not be subject to claims by the Platform's creditors.

14) **MODIFICATION:** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

15) **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.

THE ARTIST: _____

THE PLATFORM: MALEK JALAL - POTATOMIKE LLC 07102016