

# Design Handover

## Design Transfer Agreement

This Agreement relates to the sale and transfer or license of Intellectual Property Rights in Designs which are created by a Designer for a Customer via RedOrum LLC.

This Agreement will apply to you in your capacity as either a Customer or Designer in respect of the sale and transfer or license of a Design.

When a Customer selects a final Design, or when a Customer purchases a Design, the Customer and the Designer will be deemed to have entered into a legally binding agreement for the provision of that Design from the Designer to the Customer, in each case upon the terms of this Agreement as set out below, unless the Customer and the Designer otherwise separately agree in writing.

## Parties

The parties to this Agreement are the Customer and RedOrum LLC, as the case may be ("Selling Designer"). If there is more than one Selling Designer, then the Customer will be deemed to enter into a separate agreement on the terms of this document with each Selling Designer.

## Date of this agreement

This Agreement is entered into between the Customer and RedOrum LLC on the date that the Customer selects and signs for the relevant Design ("Transferred Design").

## RedOrum LLC services agreement

By using RedOrum LLC, you have agreed to be bound by our RedOrum LLC Terms and Conditions. A copy of that agreement may be found [here](#). To the extent that there is any inconsistency between the terms of this Agreement, any other agreement, then those documents will be read in the following order of precedence:

1. First, the Services Agreement will take precedence over all other documents; and
2. Second, any separate agreement between you and another Designer will take precedence over this Agreement (apart from clauses 4(c) and 5 of this Agreement which will take precedence over that separate agreement).

## Terms

The following terms and conditions will apply to you.

### 1. Definitions

Terms defined in the Services Agreement will have the same meaning in this Agreement.

### 2. Provision of the design

The Designer hereby agrees to provide and deliver the Transferred Design to the Customer in accordance with the Designer's obligations set out in the Services Agreement.

### 3. Assignment of the intellectual property rights

- a. This clause will apply if a Customer has purchased the Transferred Design pursuant to a Design Contest.
- b. If this clause applies, then upon receipt of payment for the Transferred Design in the form of RedOrum LLC Dollar Credits (pursuant to the terms of the Services Agreement), the Designer hereby assigns to the Customer, all Intellectual Property Rights which the Designer has or may in the future have in the Transferred Design.

### 4. Incorporation of intellectual property rights owned by a third party

- a. The Designer warrants that prior to supplying the Transferred Design to the Customer, the Designer has



disclosed to the Customer any Intellectual Property Rights in the Transferred Design which may be held by a third party.

- b. If the Design incorporates the Intellectual Property Rights of a third party, then:
  1. The Designer warrants that it has obtained a license from the relevant third party to incorporate the Intellectual Property Rights of that third party in the Design ("Third Party License");
  2. If the Third Party License is capable of assignment to the Customer, then the Designer hereby assigns and transfers to the Customer, and the Customer hereby agrees to take an assignment and transfer of, the Third Party License and all of the rights and obligations of the Designer under the Third Party License;
  3. If the Third Party License is not capable of assignment to the Customer, then:
    1. The Designer must disclose this fact to the Customer prior to providing the Customer with the Transferred Design and prior to the conclusion of the relevant Design Contest (if any);
    2. The Designer warrants that the Customer may obtain a Third Party License to the Transferred Design in its own name; and
    3. Prior to the conclusion of the Design Contest (if any) or the supply of the Transferred Design to the Customer, the Designer must provide the Customer with details of where to obtain the Third Party License to the Transferred Design in its own name and the cost of doing so.
    4. The Designer warrants that unless expressly stated to the contrary by the Designer prior to providing the Customer with the Transferred Design and prior to the conclusion of the Design Contest (if any), the Third Party License provides the Customer with a worldwide, royalty free, perpetual right to display, distribute and reproduce (in any form) the Intellectual Property Rights of the third party contained in the Transferred Design.
- c. The Designer hereby indemnifies and keeps indemnified the Customer, RedOrum LLC and RedOrum LLCs' third party providers ("Indemnified Parties") against any loss, cost, expense or damage (including legal costs on a full indemnity basis) which the Indemnified Parties may suffer or incur as a result of a breach by the Designer of any of the provisions of clauses 3 and 4.

## 5. Liability of RedOrum LLC and its third party providers

- a. You acknowledge and agree:
  1. RedOrum LLC and its third party providers are not parties to this Agreement; and
  2. RedOrum LLC and its third party providers shall each not be liable or responsible for any breach of this Agreement by any party to this Agreement.
- b. Notwithstanding clause 5(a), you agree that RedOrum LLC and its third party providers may rely on and benefit from the indemnity provisions set out in clause 4(c).

## 6. Miscellaneous

- a. Any notice given under this Agreement must be in writing and must be signed by the party or its agent giving the notice. A notice is taken to be received:
  1. In the case of a notice delivered by hand, when so delivered;
  2. In the case of a notice sent by pre paid post, on the third day after the date of posting;
  3. In the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the dispatching facsimile machine which confirms that the facsimile has been successfully sent; or
  4. In the case of a notice sent by email, upon the receipt by the sender of a confirmation from the recipient or the recipient's email server that the email has been received by the recipient.
- b. If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.
- c. This agreement is governed by, and must be construed in accordance with, the laws of the State of California, United States and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California, United States and their Courts of Appeal.

X



# Signature Certificate

Document name: Design Handover

Unique Document ID: DFD1633EF3AC93FF63658967C67698F0FE5E3F15

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

June 26, 2018 6:48 PM PDT

## Audit

Design Handover Uploaded by RedOrum LLC -  
vendorservices@redorum.com IP 23.228.179.10



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 4 of 4