



## AGREEMENT ON TRANSFER OF RIGHT OF USE

### 1 Partles

- a) XX (hereafter the "Proprietor"); and
- b) Come to Finland Publishing Ab Oy, Business ID 2045859-6 (hereafter "Come to Finland")

### 2 Transfer of right of use

2.1 By signing this agreement, the Proprietor assigns and transfers to Come to Finland the exclusive right to use the artwork "XX" (in different language versions and edited if necessary).

2.2 Right to use the original version of the poster

The Proprietor assigns and transfers to Come to Finland the exclusive right to use the artwork during poster exhibition that the company arranges.

2.3 Right to produce and publish reprints

Come to Finland is within its business activities entitled to produce reprints of the artwork and to publish it in whatever format and on whatever material. Come to Finland's business activities include (amongst other) publishing of artworks as posters and in books as well as printing of artworks on all kinds of products, including without limitation post cards, calendars and trays. Come to Finland is entitled to in its discretion decide which products fit into its business activities as well as on which types of products the artwork is printed. Come to Finland provides the Proprietor with at least one sample of each product in which the artwork has been used.

Come to Finland's exclusive right to the artwork includes the right to use it in Come to Finland's own marketing.

Come to Finland's exclusive right means that the proprietor during the term of this agreement does not have any right to transfer or assign any right of use of the artwork to any third party, nor to itself produce or publish the artwork to the extent Come to Finland has been granted exclusivity under this agreement. Come to Finland's exclusive right does, however, not prevent the proprietor from granting a third party the right to publish the artwork in a specific book, magazine or a personal portfolio or as marketing on its own

homepage.

Come to Finland undertakes to whenever possible include the name of the proprietor on every product and poster on which the artwork has been included in accordance with what is customary in the industry. Come to Finland may also in its discretion mention the name of the proprietor in connection with marketing of the exhibition and the products.

### **3 Compensation**

#### **3.1 Royalty**

Come to Finland pays to the proprietor a royalty equalling 7.5% of the sales proceeds from the products in which the artwork has been included. The sales proceeds are calculated on the basis of the tax free wholesale price.

Come to Finland undertakes to annually in January provide the proprietor with a calculation of the sales of products including the artwork in the preceeding year. On the basis of said calculation Come to Finland pays the proprietor the annual royalty on or before 31 January.

It is for the avoidance of doubt acknowledged and agreed that the proprietor shall not be entitled to any minimum compensation for the transfer and assignment of the right of use under this agreement. Come to Finland may in its discretion decide whether and, if so, when products including the artwork are produced as well as the production volume.

#### **3.2 The proprietor's right to free samples**

As an additional compensation for the transfer and assignment of the exclusive right Come to Finland always provides the proprietor, if the proprietor so wishes, with 2-5 products (depending on the value) which include the artwork. If post cards are printed Come to Finland provides the proprietor with 30 cards. These free samples may not be used for commercial purposes.

Come to Finland sends the products to the address the proprietor last has notified it of at the latest one month after the products have been released for sale.

### **4 Intellectual property right infringements**

The proprietor confirms that the artwork and the right of use assigned and transferred under this agreement to the best of the proprietor's knowledge do not infringe any third party's intellectual property right(s).

Provided that Come to Finland uses the artwork in accordance with this agreement the proprietor is liable for any infringement of any third party's intellectual property right that the artwork or Come to Finland's right of use thereof may constitute. If the artwork or the assigned and transferred right of use infringes a third party's intellectual property right(s), each party is entitled to cancel this agreement with immediate effect to the extent it concerns such infringement. Come to Finland is also entitled to cancel this agreement in

whole or in part with immediate effect if the artwork or the assigned and transferred right of use infringes a legal persons intellectual property right(s).

If a private person initiates court proceedings against Come to Finland concerning infringement of intellectual property rights, the proprietor is liable for all necessary costs for defending Come to Finland as well as any damage or other compensation that Come to Finland shall pay to a third party proprietor.

If a third party infringes against the rights that under this agreement are assigned and transferred to Come to Finland, Come to Finland may in its discretion, but is not obliged to, at its own cost initiate legal proceedings against the infringer. The proprietor undertakes to give all required information and required powers of attorney and if necessary in other ways help and support Come to Finland in pursuing the legal proceedings. If Come to Finland or the proprietor according to the Finnish act on copy rights is entitled to compensation for the use of the artwork and/or any other compensation or damage due to the infringement in the rights covered by this agreement, such compensation shall be divided equally between the proprietor and Come to Finland. The costs incurred by Come to Finland or the proprietor due to pursuing the legal proceedings and which the proprietor is not liable to indemnify, shall be reduced from the compensation before the compensation is divided between the proprietor and Come to Finland.

## **5 Right to grant license**

By signing this agreement the copyright owner grants Come to Finland the exclusive right to appoint production of the poster motifs to third party producers, given that the following terms are included in the license agreement:

- the products are produced within the framework of Come to Finland's scope of practice
- the third party producer does not have the right to grant sublicenses;
- the artist's name and Come to Finland should always when possible be mentioned on the product and exceptions to this requires an in advance written consent from Come to Finland;
- Come to Finland maintains the right vis-a-vis the producers to approve each individual product in advance; and
- the third party producer has to, free of charge, provide the copyright owner with at least ten copies of each product, in which the work is included.

## **6 Validity of the agreement**

This agreement enters into force upon signing thereof by both parties and continues in force until 31 December 2055.

Come to Finland is entitled during an unrestricted time after the termination of this agreement to sell products including the artwork, which have been produced prior to 31 December 2055.

The Proprietor is entitled to royalty in accordance with Section 3 above also for artworks sold after 31 December 2055.

The Parties may in writing extend the term of this agreement after 31 December 2055.

Helsinki

XX.02.2025

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COME TO FINLAND PUBLISHING AB OY

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Magnus Londen

This contract concerns this art work:

[image attached here]