License Agreement

This License Agreement (this "Agreement") is made effective as of December 14, 2017 between Hayden Greiwe, of 2410 West Texas Ave, Unit F, Tampa, Florida 33629 and _____, of _____, _____, _____ _____.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Hayden," and the party who is receiving the right to use the licensed property will be referred to as "_____."

The parties agree as follows:

1. GRANT OF LICENSE. Hayden owns Hayden's Photographs (the "Authored Work"). In accordance with this Agreement, Hayden grants _____ a non-exclusive license to Only able to use as promotional pieces and not able to sell. Hayden retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

2. PAYMENT OF ROYALTY. _____ will pay to Hayden a royalty which shall be calculated as follows: Cost described unless total revenues is greater 100,000 then 1 percent of sales once met

3. MODIFICATIONS. Unless the prior written approval of Hayden is obtained, _____ may not modify or change the Authored Work in any manner.

4. DEFAULTS. If _____ fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Hayden shall have the option to cancel this Agreement by providing 30 days' written notice to _____. _____ shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

5. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Hayden, whether or not owned or developed by Hayden, which is not generally known other than by Hayden, and which _____ may obtain through any direct or indirect contact with Hayden. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Hayden concerning the business, technology and information of Hayden and any third party with which Hayden deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual

property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by Hayden;
- information rightfully received by _____ from a third party without a duty of confidentiality;
- information independently developed by _____;
- information disclosed by operation of law;
- information disclosed by _____ with the prior written consent of Hayden;
- any other information that both parties agree in writing is not confidential.

6. PROTECTION OF CONFIDENTIAL INFORMATION. _____ understands and acknowledges that the Confidential Information has been developed or obtained by Hayden by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Hayden which provides Hayden with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by _____ of any Confidential Information, _____ agrees as follows:

A. No Disclosure. _____ will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Hayden.

B. No Copying/Modifying. _____ will not copy or modify any Confidential Information without the prior written consent of Hayden.

C. Unauthorized Use. _____ shall promptly advise Hayden if _____ becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. _____ shall not disclose any Confidential Information to any employees of _____, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Hayden.

7. ARBITRATION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The

arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and _____ accepts the product "AS IS."

9. NON-EXCLUSIVE LICENSE TO LICENSOR. As of the effective date, _____ grants back to Hayden a non-exclusive royalty-free license to use the Authored Work as Hayden sees fit, including for the creation of derivative works; provided, however, this license shall not limit _____'s rights and public rights under this License.

10. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

11. TERMINATION. This Agreement may be terminated by either party by providing 30 days' written notice to the other party. This Agreement shall terminate automatically on _____.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement 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 Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement 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 Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

17. SIGNATORIES. This Agreement shall be signed on behalf of Hayden by Hayden Greiwe, Owner and on behalf of _____ by _____ and effective as of the date first above written.

Licensor:
Hayden Greiwe

By: _____

Hayden Greiwe
Owner

Licensee:
_____

By: _____
_____