Artist Terms

Thank you (the “Artist”) for submitting your tattoo art for sale on SWALLOW. These Terms shall govern the mint and sale of art submitted by you (the "**Art**" and “**Artist**”) by SWALLOW, to be immortalized on the Ethereum blockchain, in the form of a NFT, all subject to the terms and conditions set forth below (the “**Terms**”).

By clicking “I Accept” below, you agree to these Terms.

1. SWALLOW Responsibilities

SWALLOW shall bear the costs associated with creating the Collectibles, and shall have the sole right to execute the Initial Sale or Secondary Sale (if applicable), as defined below, of each Collectible.

“**Collectible**” means the association, on blockchain, of a NFT with a Uniform Resource Identifier (“**URI**”) identifying an appropriately configured JSON file conforming to the ERC-721 Metadata JSON Schema, ERC-1155 Metadata URI JSON Schema or a similar schema, as applicable, which represents or refers to any of the copies of the Art (as defined below) and/or their derivatives and/or enhancements, in whole or in part, thereof.

“**NFT**” means any blockchain-tracked token complying with the ERC-721 standard, ERC-1155 standard or other similar “non-fungible” token standard.

SWALLOW shall have the right to make reasonable changes to the Art prior to creating Collectibles based on the edited Art. SWALLOW shall create the Collectibles based on the Art or based on its edited version (such as, digitally framed "card" representation of the Art).

The initial sale of the Collectibles shall be conducted by SWALLOW, and SWALLOW will set the date and time of the initial sale ("**Initial Sale**"). SWALLOW shall have an exclusive right to decide on the amount of copies of each Collectible related to the same Art, which will be created. Should any Collectible related to the Art not be sold, the Collectible shall remain in possession of SWALLOW and be further distributed or offered for sale at the date and time set by SWALLOW, as SWALLOW will see fit ("**Secondary Sale**").

SWALLOW cannot and does not guarantee or warrant that every Collectible created would be sold, or at which price any of the Collectibles may be sold, to whom it may be sold, how the Collectibles or the Art and/or all of the derivatives and/or enhancements (in whole or in part) thereof would be used after the Collectible is sold, and shall not bear any responsibility for any of the above or any other matter related to the sale of the Collectibles.

1. Artist Responsibilities

The Artist shall promote the sale of the Collectibles: (a) in every social network in which the Artist has an active account, using Artist's most popular account on such networks ("**Social Media**"), and/or (b) on branded pages created by SWALLOW (to the extent applicable; hereinafter "**Branded Pages**"), in the scope of no less than (i) one page post per week, on Instagram; (ii) two story posts per week, on Instagram, for two (2) weeks leading up to the Initial Sale and for two (2) weeks thereafter. Additionally, the Artist shall publish the date and time of the Initial Sale on all of Artist's Social Media, as well on the Branded Pages and will like/follow each of SWALLOW’s active social media channels (Instagram, Telegram, Twitter, Discord).

The Collectible must be presented and promoted by the Artist as a collectible item. The Artist may not present a Collectible or the sale thereof as an investment or as a means of revenue, or in any way that might indicate it as such, or in any way that could result in the Collectible being considered a "security" under any applicable laws and regulations. The Artist is also strictly prohibited from presenting a Collectible as representing any right in the Art.

1. The Revenue Share

During the Term and subject to these Terms, the Artist will receive fifty percent (50%) of the Net Revenues from the Initial Sale or Secondary Sale, or from selling the Collectibles by users on SWALLOW's marketplace or any third-party marketplace (Opensea, Rarity.Tools, etc.) ("**Marketplace Sale**"). "**Net Revenue**" means the price paid for the Collectible during the Initial Sale or Secondary Sale or Marketplace Sale (all as defined below), excluding expenses related to the creation of the Collectible, conducting the sale, transaction fees (including any "gas fees", or similar fees), and any other expenses incurred on or paid by SWALLOW in relation to the Collectible and its sale or sales (if applicable).

The revenue share payments shall be paid using the same cryptocurrency, which would be received from a buyer as a payment for the Collectible on the Platform, and SWALLOW will not be obliged to make any currency conversion, including fiat-to-crypto, crypto-to-fiat or fiat-to-fiat conversions. Price fluctuation of any cryptocurrency shall not have any impact on the amount of cryptocurrency tokens that will be paid to the Artist as a Consideration. For the avoidance of doubt, SWALLOW will have the sole discretion to decide on which cryptocurrency will be allowed to be used as a payment for Collectible on the Platform ("**Allowed Cryptocurrency**"). The Artists' revenue paid in Allowed Cryptocurrency which was received as a payment for the Collectible on the Platform, will be transferred to the cryptocurrency wallet address provided to SWALLOW by the Artist in writing.

The Artists' revenue from the Initial Sale shall be transferred to the Artist by SWALLOW within fifteen (15) days after the end of the Initial Sale. The Artists' unpaid revenue from the Secondary Sale or Marketplace Sale shall be transferred to the Artist by SWALLOW within fifteen (15) days from the earliest of: (i) such revenue reaching the amount equal to US$ 1,000; or (ii) the end of any second month following the end of the initial sale.

In addition to the revenue share payments, each Artist is be eligible to a bonus payment of US$ 1,000, to be paid in SWALLOW’s native $SWOL token following the successful consummation of the Initial Sale.

The Artist must report any of its revenues to the relevant authorities in accordance with the applicable laws and regulations. Any and all sales, use, value-added and other taxes, duties, and assessment now or hereafter claimed or imposed by any governmental authority, associated with the Consideration received by the Artist from SWALLOW, shall be borne by Artist.

1. **Term**.

This Agreement shall be in force for the period of [three hundred sixty five (365) days] as of the Effective Date, or unless the Agreement is terminated earlier by either party due to any material breach which was not cured by the breaching party within seven (7) days from receipt of written notice (the “**Term**”).

1. **Intellectual Property Rights; Exclusivity.**

Subject to the terms of this Agreement, the Artist hereby grants SWALLOW during the Term of this Agreement, transferable, irrevocable, sub-licenseable, royalty free right and license to create and sell the Collectible or the Art and/or all of the derivatives and/or enhancements (in whole or in part) thereof. SWALLOW shall have the right to copyright and to publish the foregoing under its own name in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, including without limitation the rights to archive, republish, edit, repackage or revise it in any manner as SWALLOW deems fit. The Artist shall not sell any Collectible, or any digital content represented as a NFT without obtaining prior written consent from SWALLOW. The Artist may only sell those via SWALLOW, and subject to SWALLOW's written consent and subject to SWALLOW's terms. The Artist understands and agrees that if the Collectible is sold, either during an Initial Sale or a Secondary Sale, the Artist shall not be able to prevent it from being resold, changed, edited, or transferred.

1. **Confidentiality**.

Any confidential information shared between the parties shall be kept in strict confidence and shall not be disclosed or transferred, directly or indirectly, by either Party, to any third party, unless such confidential information is or becomes part of the public domain, other than as a result of any breach of the obligations of the receiving party under this Agreement or applicable law. The receiving party shall not make any use of the confidential information, save for the purpose of fulfilling its obligations or privileges under this Agreement.

1. **Representations and Warranties**

Artist hereby represents and warrants that it is the sole creator of the Art and that: (i) they are Artist’s original work and/or content; (ii) they are not in the public domain; (iii) they are not owned in whole or in part by any third party; (iv) they have not been obtained by unlawful means; (v) they have not been previously converted to NFT or Collectible form or sold in any manner or medium, and are free of any encumbrance or limitation on SWALLOW's use as intended in this Agreement; (vi) the consummation of this Agreement will not violate any copyright or other right of any third party, including the right of privacy or publicity; and (7) the Art do not contain material that is either obscene (including but not limited to any offensive or inappropriate language, or any racist comments), libelous or otherwise contrary to law; (8) the Artist has the right to grant to SWALLOW or its affiliates or its respective licensees, successors, or the buyers of Collectible, any license related to the Art.

Without derogation from the foregoing, Artist hereby further represents and warrants that to the extent the Art contain any photos, images, designs, or similar graphic works, or audio files, it is the sole owner or the holder of legal rights in and to such Art and any part thereof, including all copyrights any and all rights required for SWALLOW’s use of the Art or any part thereof under this Agreement.

1. **Indemnification; Limitation of Liability**

Artist will indemnify and hold SWALLOW, its affiliates, licensees, directors, employees, agents and advisors harmless for any third party claims, matters, complaints, costs, liabilities and actions arising out of SWALLOW’s engagement with Artist, the Art, Collectibles, including but not limited to (i) Artist’s failure to comply with applicable laws, rules and regulations (ii) any claim of infringement or misappropriation upon any third party's rights, including but not limited to any intellectual property rights in the Art (iii) arising from Artist's breach of the terms of this Agreement. IN NO EVENT WILL SWALLOW BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT. THE TOTAL AGGREGATE LIABILITY OF SWALLOW WITH RESPECT TO THIS AGREEMENT IS LIMITED, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO THE FEES PAID BY COMPANY TO ARTIST PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE EVENT FROM WHICH THE LIABILITY AROSE.

1. **Miscellaneous**.

The parties expressly declare and confirm that this Agreement does not constitute a contract of employment, and that the Artist is an independent Artist with an independent business and that no employer/employee, principal/agent, joint venture or partnership relationship exists between the parties in any respect whatsoever. This Agreement shall be governed and construed in all respects by the laws of [New South Wales], without regard to its choice of law rules. The competent courts of [Melbourne, Australia] shall have sole and exclusive jurisdiction over any matter arising hereof. Artist may not transfer or assign any rights or obligations under this Agreement. SWALLOW may transfer or assign any rights or obligations under this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. No failure or delay in enforcing any right will be deemed a waiver, unless done in writing.