

DARO

STUDIO

Design Licence Agreement

for original artwork hand-drawn digitally by Kurt Wollton

Agreement No.: _____

Date: ____ / ____ / ____

Place: _____

This Agreement sets out the terms on which the Licensor permits the Licensee to use the design(s) described below. Tick the boxes (☐) that apply and complete the blanks. Anything not ticked or completed does not apply.

01 PARTIES

LICENSOR

Daro Enterprise (trading as **DARO Studio**)
SSM Registration No.: 202503264806
Address: Johor Bahru, Johor, Malaysia
Represented by: Kurt Wollton, Owner & Designer
WhatsApp: +60 11-5423 6404
Email: kurtwollton@gmail.com
Website: darohouse.com

LICENSEE

Name: _____
Company: _____
Registration No.: _____
Address: _____

Contact person / title: _____
Phone / WhatsApp: _____
Email: _____

The Licensor and the Licensee are each a "Party" and together the "Parties". The designer and author of the design(s) is Kurt Wollton (the "Designer").

02 LICENSED DESIGN(S)

Design title(s)	_____
Design reference	☐ Reference image(s) attached as Appendix A Reference / file code(s): _____
Description	Original artwork, hand-drawn digitally by the Designer. Colourways: _____
Number of designs	_____ (each a "Design"; together the "Designs")

03 TYPE OF AGREEMENT (TICK ONE)

- ☐ **Licence** — the Licensor keeps ownership of the copyright and grants the Licensee permission to use the Design(s) on the terms in Sections 4 to 6.
- ☐ **Full copyright assignment (buyout)** — on receipt of full payment, the Licensor assigns all copyright in the Design(s) to the Licensee for the territory and purposes stated below. The assignment takes effect only when made in writing and signed by the Licensor, as required by the Copyright Act 1987. Sections 4.2 to 4.4 (scope) and 10 (restrictions) do not apply after assignment, but Sections 8 and 12 (credit and moral rights) continue to apply.

04 GRANT OF LICENCE

- 4.1 Exclusivity:** ☐ Exclusive (the Licensor will not license the same Design(s) to others for the same use and territory during the Term) ☐ Non-exclusive
- 4.2 Permitted use (product categories):** ☐ Apparel ☐ Scarves & shawls ☐ Packaging ☐ Merchandise ☐ Digital use (online, social media, e-commerce) ☐ Print / stationery ☐ Other: _____
- 4.3 Quantity limit (if any):** ☐ Unlimited ☐ Up to _____ units per product / production run
- 4.4 Territory:** ☐ Malaysia ☐ Southeast Asia ☐ Worldwide ☐ Other: _____
- 4.5** Any use outside the ticked categories, quantity or territory needs the Licensor's prior written consent and may carry an additional fee.

05 TERM AND RENEWAL

- 5.1 Start date:** ____ / ____ / ____ **Duration:** ☐ 6 months ☐ 1 year ☐ 2 years ☐ Other: _____ (the "Term")
- 5.2 Renewal:** ☐ No renewal ☐ Renewable by mutual written agreement. The Licensee should request renewal at least _____ days before the Term ends. Renewal terms and fees will be agreed at that time.
- 5.3 Sell-off period:** after the Term ends (other than by termination for breach), the Licensee may sell existing stock for _____ days, after which all use must stop.

06 FEES AND PAYMENT

Licence / buyout fee	RM _____ ☐ one-off ☐ per year ☐ other: _____
Royalty	_____ % of ☐ net sales ☐ wholesale price ☐ other: _____
Royalty reporting	Sales statements and royalty payment every ☐ month ☐ quarter ☐ other: _____
Deposit	_____ % / RM _____ payable on signing. Final files are released only after the deposit is received.
Payment schedule	_____
Payment details	Bank / account: _____

6.1 All amounts are in Malaysian Ringgit unless stated otherwise and exclude any applicable taxes. Payments are due within _____ days of invoice. The deposit and fees already paid are non-refundable, except where the Licensor fails to deliver. 6.2 For royalties, the Licensee will keep accurate sales records and allow the Licensor to review them on reasonable notice.

07 DELIVERY OF FILES

7.1 Format: ☐ PNG ☐ PDF ☐ TIFF ☐ Layered / source file ☐ Other: _____ Resolution / size: _____

7.2 Delivery method: ☐ Email ☐ Cloud link ☐ Other: _____ Expected delivery date: ____ / ____ / ____

7.3 Watermarked previews may be shared for approval. Final files are delivered after the deposit is paid (for a buyout, after full payment). Delivery of files gives a right to use them under this Agreement only; it does not transfer ownership of the Design(s).

08 CREDIT AND ATTRIBUTION

☐ Credit required ☐ Credit optional ☐ No credit Wording: “Design by DARO Studio” or _____

Placement (if credited): ☐ hang tag / label ☐ packaging ☐ product page / website ☐ social media posts ☐ Other: _____

The Licensor may show the Design(s) and finished products in its portfolio, website and social media, unless agreed otherwise here:

☐ Not before ____ / ____ / ____

09 QUALITY APPROVAL OF SAMPLES

Before production or public release, the Licensee will send the Licensor a sample, photo or digital proof of each product using the Design(s). The Licensor will approve or give reasons for rejection within _____ working days; approval will not be unreasonably withheld. Products must match the approved sample in colour, scale and placement as closely as the materials reasonably allow.

10 RESTRICTIONS

Unless the Licensor agrees in writing, the Licensee must not: (a) modify, recolour, crop, distort or combine the Design(s) with other artwork, beyond resizing needed for production; (b) sublicense, transfer or share the licence with any third party, other than its own manufacturer solely to produce the licensed products; (c) sell, give away, resell or distribute the artwork files, or offer the Design(s) as prints, downloads or templates on their own; (d) register the Design(s), or anything confusingly similar, as a trade mark, industrial design or other right; (e) use the Design(s) to train or prompt artificial-intelligence tools; or (f) use the Design(s) in any way that is unlawful, offensive or harmful to the reputation of the Licensor or the Designer.

11 OWNERSHIP AND COPYRIGHT

Copyright in the Design(s) subsists automatically under the **Copyright Act 1987** (Malaysia); no registration is required. Unless the full copyright assignment option in Section 3 is ticked, signed and fully paid, the Licensor retains all copyright and other rights in the Design(s), including sketches, drafts, source files and any variations, adaptations or modifications made by or for either Party. All rights not expressly granted in this Agreement are reserved by the Licensor.

12 MORAL RIGHTS

The Designer, as author, keeps his moral rights under Section 25 of the Copyright Act 1987, including the right to be identified as the author and the right to object to any distortion, mutilation or modification of the Design(s) that would harm his honour or reputation. These rights continue even after a copyright assignment.

13 CONFIDENTIALITY

Each Party will keep confidential the terms of this Agreement (including fees), unreleased designs, source files and any business information received from the other Party, and will use them only for the purpose of this Agreement. This does not apply to information that is public, required by law, or shared with professional advisers. This obligation continues for _____ years after this Agreement ends.

14 TERMINATION AND BREACH

14.1 Either Party may end this Agreement by written notice if the other Party breaches it and does not fix the breach within _____ days (default 14 days) of receiving notice. 14.2 The Licensor may end this Agreement immediately if the Licensee fails to pay, uses the Design(s) outside the licensed scope, or becomes insolvent or ceases business. 14.3 On termination or expiry, the Licensee must stop using the Design(s) (subject to any sell-off period in Section 5.3), pay all sums due, and delete or return all artwork files within 7 days. 14.4 Unauthorised use is an infringement of copyright, and the Licensor may claim damages, an account of profits and any other remedy available at law.

15 WARRANTIES AND LIABILITY

15.1 The Licensor confirms that the Design(s) are original works of the Designer and, to its knowledge, do not infringe the rights of others. 15.2 The Licensee is responsible for its products, including materials, manufacturing, safety, labelling, marketing and compliance with applicable laws, and will indemnify the Licensor against claims arising from them. 15.3 Neither Party is liable for indirect or consequential loss, such as loss of profit or business. The Licensor's total liability under this Agreement is limited to the fees actually paid to it under this Agreement.

16 GOVERNING LAW AND GENERAL TERMS

16.1 This Agreement is governed by the laws of **Malaysia**. The Parties agree to try to resolve disputes in good faith first, failing which the **courts of Johor Bahru, Johor** have jurisdiction. 16.2 This Agreement (with its appendix) is the entire agreement between the Parties on its subject and may be changed only in writing signed by both Parties. 16.3 Notices may be given by email or WhatsApp to the contact details in Section 1. 16.4 This Agreement may be signed in counterparts and by **digital or electronic signature** (consistent with the Electronic Commerce Act 2006), and a scanned or electronically signed copy is as valid as an original.

17 SIGNATURES

Signed by the authorised representatives of the Parties on the dates below.

FOR THE LICENSOR — DARO ENTERPRISE

Signature: _____

Name: Kurt Wollton

Title: Owner & Designer, DARO Studio

Date: ____ / ____ / ____

Company stamp: _____

FOR THE LICENSEE

Signature: _____

Name: _____

Title: _____

Date: ____ / ____ / ____

Company stamp: _____

WITNESS

Signature: _____

Name: _____

NRIC / Passport No.: _____

Date: ____ / ____ / ____

WITNESS

Signature: _____

Name: _____

NRIC / Passport No.: _____

Date: ____ / ____ / ____

Digital signatures accepted.

APPENDIX A — REFERENCE IMAGE(S) OF THE LICENSED DESIGN(S)

Insert image · Title: _____ · Ref: _____

Insert image · Title: _____ · Ref: _____

Insert image · Title: _____ · Ref: _____

Insert image · Title: _____ · Ref: _____