

**ARTWORK AND IMAGE USAGE AGREEMENT
SCHWARZKOPF PROFESSIONAL**

A. WHEREAS customer (“CUSTOMER”) is an independent contractor authorized to distribute and/or sell to the professional salon trade certain professional hair care products supplied by Schwarzkopf, Inc. (“SCHWARZKOPF”);

B. WHEREAS SCHWARZKOPF will, from time to time, provide CUSTOMER with certain artwork, photographs, digital or computer-generated media (whether low or high resolution) and/or images depicting hair styles, hair care products, logos, trade names and trademarks (collectively “ARTWORK”) belonging to SCHWARZKOPF and its licensor; and

C. WHEREAS SCHWARZKOPF and CUSTOMER desire to hereby define and confirm the limitations and restrictions on CUSTOMER’S permission to use ARTWORK;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. **Salon Use Only:** SCHWARZKOPF hereby grants to CUSTOMER the limited right to use ARTWORK inside salons only, and only for purposes of professional sales support, preparation of deal sheets, education and CUSTOMER’S internal newsletters.

2. **Limits and Restrictions on Use of Artwork:** CUSTOMER shall not use ARTWORK for any illegal, inappropriate, discriminatory or offensive purposes, nor shall it use ARTWORK to advertise and/or to promote its own business or ventures, nor shall it use ARTWORK for any consumer advertising purposes whatsoever, whether in local newspapers, advertising brochures or trade publications, on the internet, on cable, satellite or local television, or through any other media directed to retail consumers. Any use of ARTWORK for purposes of advertising directed to consumers is expressly prohibited.

3. **Artwork Remains Exclusive Property of Schwarzkopf:** CUSTOMER hereby acknowledges and agrees that any and all ARTWORK provided by SCHWARZKOPF to CUSTOMER are, and shall forever remain, the sole and exclusive property of SCHWARZKOPF, and such ARTWORK may only be used by CUSTOMER with permission of SCHWARZKOPF subject to the conditions, restrictions and limitations set forth herein. CUSTOMER shall not contest SCHWARZKOPF’S ownership of the ARTWORK, nor shall it contest the right of SCHWARZKOPF to sell or license the ARTWORK to any person or entity for any lawful use or publication, nor shall it contest the exclusive right of SCHWARZKOPF to publish the ARTWORK, and to cause the ARTWORK to be published, in any form of electronic, video or print media, including,

but not limited to, magazines, publications, videotapes, DVDs, cable or satellite television, internet websites and CD ROMs.

4. Customer's Intended Use of Artwork: In Exhibit "A" hereto, CUSTOMER hereby identifies and confirms the manner in which it intends to use the ARTWORK, the persons or entities to which it plans to distribute the ARTWORK, and the intended scope and/or volume of CUSTOMER'S dissemination of ARTWORK. CUSTOMER agrees to keep SCHWARZKOPF informed, in writing, of any additional intended or contemplated use of the ARTWORK that is not identified in Exhibit "A" hereto.

5. Schwarzkopf's Right to Approve Customer's Use of Artwork: SCHWARZKOPF retains the right to demand that CUSTOMER, prior to any use and/or dissemination of ARTWORK, provide SCHWARZKOPF with proofs depicting any and all proposed usage of the ARTWORK. Upon demand, and prior to its use or dissemination of any ARTWORK, CUSTOMER shall immediately provide to SCHWARZKOPF for its approval any copy, mock-ups, proofs or final layout depicting CUSTOMER'S intended use of the ARTWORK. SCHWARZKOPF agrees that it shall not unreasonably withhold its approval of CUSTOMER'S intended use of the ARTWORK.

6. Hold Harmless: CUSTOMER agrees to defend, indemnify and hold SCHWARZKOPF and its owners, officers, agents, employees and affiliates harmless from and against any and all claims or potential claims, whether for damages or otherwise, arising from, or in any way relating to, CUSTOMER'S use of ARTWORK.

7. Binding Effect: This Agreement shall be binding upon CUSTOMER and its agents, employees, affiliates, contractors, officers, subsidiaries, owners, members, consultants, representatives and permitted assignees. CUSTOMER agrees to take all reasonable steps to ensure that its agents, employees, affiliates, contractors, officers, subsidiaries, owners, members, consultants, representatives and permitted assignees comply with the terms of this Agreement. By signing below, the signatory confirms that he/she has all requisite and legal power to sign this Agreement on behalf of CUSTOMER, and to bind CUSTOMER to the terms of this Agreement.

8. Arbitration: Any disputes arising from violation of this Agreement shall be submitted to binding arbitration in Los Angeles County, California, with an award of arbitration fees and costs to the prevailing party.

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING, HEREBY CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED BY ALL NECESSARY CORPORATE ACTION TO SIGN THIS AGREEMENT AND TO BIND THE CUSTOMER HEREBY.

IT IS SO AGREED

CUSTOMER:

_____ **Name of Company**

Dated: _____ **Signed:** _____

Name (Print): _____

Title (Print): _____

EXHIBIT "A"

Intended Use of Artwork: (e.g. sales support, internal newsletter, education)

Intended Recipients of Artwork: (e.g. employees, guest stylists, educators)

Intended Number of Recipients of Artwork:

Approved:

CUSTOMER

By: _____

Dated: _____

SCHWARZKOPF

By: _____

Dated: _____