

## CANADA'S UNIVERSITY FASHION WEEK LICENSING AGREEMENT

### Limited License:

When terms and conditions are accepted and approved for production, UFW grants a limited, non-exclusive, revocable license (the "License") to use the xFW name, logo, trademarks, materials made available for reproduction, from xFW website, the specific event name (the "Event Name"), web page (the "Web Page") assigned to your xFW event (collectively, the "Intellectual Property") only in connection with one (1) xFW event. Access to UFW staff, support and resources. UFW may modify, amend, supplement and/or replace the terms and conditions of this License in writing at any time. Licensing is subject to renewal pending submission of event report and reapplication. As UFW is undergoing various management, legal, and operational changes, rules and policies will be modified from time to time by UFW in its sole discretion, which are incorporated in this License. This is not a transferable license. UFW may require the stop of use of its intellectual property in connection with your UFW event as well as terminate all access to any digital assets of the platform. This license is commissioned by the owner and creator "Kayode Fatoba" licensed through Skynation for production of university fashion week, an market place platform event composed of public and private resources, agents, vendors, volunteers and a range of trade secrets, connections, partnership, programs and social development, monies, and creative systems associated with the production of the xFW Chapter. The true cost of this production license is upwards of \$30,000/ per Chapter. With \$5000 being an internal minimum cost of production target for sustainable revenue and licensing repayment. CD understands that this internally subsidized licensing agreement confirmation is only advanced for University Fashion Week through a successful casting call outs for creative directors, and competitive self directed nomination of self, into competitive internal curation process focused on curating humans to nativage xFW's system, who are capable and competent in graduating CD xFW commercial licensing and orientation week while leveraging UFW's in house creative producers experience, resources direct access to creator within the brands various agents and associates and backing in financial difficult situations. It's understood that all revenue generated as a result of the activation of this licence within and in connection to the user's access to various tools, relating to supporting, resourcing to ensuring the successful delivery of the production is to be reimbursed as per necessary expenses with total remainder revenue be transferred to University Fashion Week for monies owed. As we understand that some schools want to sell tickets on their ticketing platform, any subsidization outside of the face value must communicated through a proposal to external party and justification for reallocated, with a copywriting contract with that organization and chapter executives. It is understood that the capacity of the location will reflect total ticket quantity. From securing venues to ticket printing and ordering, administration and production logistics, production support, filming and producing of videos of each designer, performer, and various applications, the license ensures access to various resources, it is understood that as this is a volunteer driven marketplace industry event, the overall cost of production will be heavily dependent on securing volunteers to keep the production sustainable. Production document will need to be produced and submitted to everyone in the production through google doc link or digital system, program document will need to

be produced to give the audience a copy of the various brands, models e.t.c if possible. It is understood that volunteer responsible for volunteering as photographers and videographers for xFW understand that they are gaining access to an industry event, with backstage access and a designed confirmed "Media Pass" that must be designed, with "Skynation's University Fashion Week" Chapter Logo X Skynation Logo and or sponsor logo going on Passes. Student Union and public sponsorship will dictate level of logo exposure based on sponsorship tier, sponsorship will impact number of scholarship availability for student designers, number of student designers, industry designers, industry agencies, commercial licenses, free networking and entrepreneurship mixer club events and pops ups. It is understood that media will share digital content with ChapterFW and it's partners for the purposes of promoting xFW.

## Hiring:

CDs must open hiring for a week giving opportunities to executives to apply, call outs must utilize all channels provided as well as what can be used to expand production reach. xFW Chapters understand that they are independent as Directors from public and private partners in respective markets. All hires understand that the xFW is an event, a volunteer driven event with all funds generated going towards supporting the ongoing cost of keeping this sustainable as it's currently in deficit. CD agrees to keep management conversation confidential to Executives to maintain strong representation of the Brand, trade secrets and events. It is understood that previous executives and cohort are not in control of current CD decisions, curation choices, or hiring. Any rehired executives are subjected to new processes as communicated during orientation, prelicensing, proposal drafting, pitching, onboarding and planning promotion process. All volunteers of the chapter understand that ticket commission is a form of remuneration as a contribution towards overall event success. Volunteers acknowledges that a profitable event means the entire production is able to grow. It is understood that University Fashion Week is a volunteer driven organization therefore as an event is non profit in nature, but as a market place is composed of both public and private agencies with fashion designers being the entrepreneurs being produced and profiting from the platform. It is understood that part of the role of casting is to differentiate between signed agency models and independent models, while confirming with all that they understand that this is a volunteer driven production. While industry model do have industry rates, all CD's understand brokerage should be done through third party agency, that sponsors as an exclusive vendor, confirmation for third party licensing by casting must be obtained by CD from producer. Options for model selection must be communicated to designers through packages as all volunteers confirmed are housed with designer wear. Photographers hired as part of volunteer team understand that they will need to archive and work with UFW to publish photography on Chater Social Media and Website. During the first week of executive onboarding, CD must present derivative proposal to executive of targets, breakdowns, for executives to develop sub targets for their department. Executives will have 48 hours to work on department targets and deadlines for CD from meeting day till event delivery. All executives understand that as xFW understands that exams will commence right after delivery of production that reimbursements will be done with the CD and VP finance first within the CD working to communicate final after reimbursements and all collections transferred back to Skynation.

## EXTERNAL PAID HIRING

All external paid hiring must be confirmed and agreed through xFW's management with various rates budgeted out of chapter line items unless otherwise communicated. In the case of paid models by designer brands, CD understands outsourcing must be paid to chapter through confirmed designer packages while management executive connects with external agencies and or referring brands for confirmation in recruiting own models. Please not that as xFW does not permit designers to book their own models, a decision for designers to book own models does mean negotiations and terms of such agreements is outside of xFW chapter understandings. Exceptions from Casting calls are CD responsibility. As Various crew, bartenders, audio visual and a wide range of positions will be hired within the overall production of this week long production, it is understood that the various paid executives that are hired will be staffed to the respective hiring chapters with expenses paid out after funds are transferred to xFW paid out after reimbursements of expenses are made unless otherwise specified through third party in writing or document.

## Entertainment

All entertainment, sound, lighting, runway design, activation, after party logistics, in part with the production of xFW events must be confirmed by CD with UFW and within communicated production document. Entertainment not covered within production proposal is the sole responsibility of the chapter to add it to inflated budget noting impact on inflated revenue as projected on overall show experience. It is understood by CD that artist outside of Models for the show, must be booked through offers through [booking@theskynation.com](mailto:booking@theskynation.com), unless otherwise specified in production as delegated to logistics for areas like set Djs and audio visuals and decorations. Final set design must be communicated through logistics to the CD through the production document, with associated Skynation producer being confirmed for production activation support. Adequate sound check, rehearsals, changing rooms, must be prioritized for backstage experience for artists and headliners.

## Media Release

I grant to Canada's University Fashion Week, Skynation and all it's agents and agencies, its representatives and employees the right to take photographs of me, and my property in connection with the above-identified subject. I authorize xFW, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that [insert organization] may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. It is my responsibility to communicate understanding of such uses to externals. As our media release do not cover external commercially licensed designers, CD understands that Designers understand that if they xFW does not guarantee prints within their show unless purchased as part of their package the respective photographers connected with respective designer.

## **Hospitality**

All flights, hotels, limos, buses, ground and taxi logistics must be communicated in the proposal to xFW. Expenses are to be copied into chapter expenses and to be prioritized with adequate cost recovery justification for expense. While models are volunteering their time, it is understood that models must be fed over 4 hours with a 30 minutes to 1 hours break if being utilized for a long production day. CD must represent University Fashion Week with confidence and professionalism.

## **Limo Service**

As part of the production of xFW, Chapter CD understands to keep in line with the production branding, value and image of the production, Designers, Special Guests and Dignitaries will be escorted from special pick up venue of which guests have a responsibility to find their transportation there unless dropped off by event transportation buses. Of which limo will bring guests to xFW's exclusive afterparty. All communicated xFW Chapter production expense and leveraged management expenses must be communicated during pre licensing licensing and integrated in submitted and approved proposal accompanied by producer. Duration of Limo from location should not exceed an hour, with pick up and drop of specifications back as confirmed. Executives are to be given special guest privileges as part of production.

## **Artist and Special Green Room**

All special guests must be provided with special green room access at Afterparty as well as event. In the case greenroom cannot be provided, CD and Executive must make sure to create clear divides between audience and special guests.

## **Accommodation**

In the case that Accommodation is required for various artists within xFW's presentation, confirmation will be sought and communicated to producer within budget allocation, as various partners, presenters, agents, agencies and associates might be plugged into production as part of label expense, communicated production inflations will be managed as part of overall production budget within an understand of impact to overall processes, CD will be required to confirm representative responsible for welcoming guests to event, and place of accomodation on behalf of xFW chapter, if notable Skynation representatives, affiliates, or production partners, accommodation should be extended to priority and or reserved seating as per creator requirements as priority stakeholder only them should other considerations be considered. Arrival and Departure times for production associates should be confirmed and scheduled as part of overall event hospitality and sendoff.

## **TechRiders & Activation Logistics**

All tech riders should be communicated to producer within overall production activation and audio visual rentals. Unless otherwise communicated, Audio Visual representative must be confirmed with producer within agreed production layout. If location has internal production communicated within cost, CD must communicate with Producer and Logistics on impacts to budget on budgeted labour costs outside of fees to inhouse or external production company, expenses must be communicated and recorded within production. As floor plans, stage plots, runway designs, pop up activations, logistics, backstage, placements are still a work in design within xFW as a project and a developing platform, CD understands they are to get approval of runway budgets, and activated design upon and through collaboration with VP logistics. With the need to support after party within budget, respective AV will work to make sure potential opportunities to advance Skynation production will be prioritized. CD can make discretionary call as confirmed within difficult process to advance production.

## **Ticketing**

All hard copy tickets must of ordered and shipped through xFW's ticketing agent, online ticketing must be published and connected to xFW account, unless reallocated exemption is granted. Reallocation exempt can only be granted through third party sponsoring decisions with priority being making tickets more affordable for students, having one of the three days, or two of the three days heavily subsidized for the student body. After Party tickets must be separate from general fashion week tickets. Transportation tickets from event to after party must also be sold and purchased online. All sold door tickets must be recorded and communicated to VP finance and Skynation's Box Office. CD can work with Producer and Skynation representatives to develop sufficient ticketing process to support productions need for revenue. All tickets must be printed through xFW unless otherwise communicated. As individuals can get bundle of show, afterparty and merch, CD understands that promoter will

need to communicate and add names to event guestlist with headcount being accounted for final accounting and balancing. As this is a work in progress CD understands to communicate with CP on areas of improvements outside of pre licensing proposal confirmation alignments. It is understood that total location capacity for show must be maximized for ticket sales and overall event success and marketplace sustainability. It is understood that whatever ticket floor and ceiling being leveraged unto executive team must be communicated to Producer before hand.

## Fundraising

CD understands that it is the responsibility of executive team to fundraise and support the overall production expense through advocating for community sponsorship, partnerships grants, and sales of ticketing, pop ups, and activation of subsidized or free program spaces. It is understood that the various agents working as resources within Skynation and University Fashion Week are expenses within the true cost showing the projection targets for true break even targets. It is understood that in the case that there is an inability to raise sponsorship UFW may be used to supplement event expense only proving adequate revenue recovery plan. All funds raised must go towards the growing overhead of sustaining this production and keeping it growing. With a wide range of upgrades and an inability to support the growing number of schools interested in expanding the platform into the respective institutions, it is understood that each chapters overall efforts contributes to the overall growth of the national platform. An investment in lawyers for one chapter due to issues of theft might mean the reduction in management executives the subsequent year due to damages and cost burden. CD's understand that an ability to push team to meet and over deliver does mean ability for platform to grow and sustain future productions and operation expenses.

## Payments

It is understood that as xFW prioritizes the payment of it's chapter reimbursements first ahead various overhead, subcontractor, director, agent, license, royalties and backdated money owed, CD with xFW Chapter VP Finance to compensate chapter reimbursements as confirmed for proposed production. All expenses, reimbursements pertaining to chapter expenses will be made to respective chapter within confirmed production budget. Receipts must be associated with approved budget based on allocated CD expenses as projected and licensed and targeted. As various Skynation expenses are leveraged on xFW, it is understood that at any time production will be engaged by various agents of which xFW expenses must be communicated through xFW.

## Photography and Multimedia

it is understood that photographers must be positioned in Photographers Pit of the runway if associated with runway production, with priority given to Alist and established photography platforms and photogrephers from student newspaper to influencer blogs. All photographers must apply for a media accreditation online and should be given a media pass with regards to event coverage and production. All volunteer photographers and media are to be connected to the communicated representative of xFW for transfer of content and all other digital assets. All photographers are encouraged to publish production photos and media online with Chapter Fashion Week and University Fashion Week reference.

### Event Names:

Names must be in accordance to UFW rules. Names should follow the format 'University Name' xFW and these names are owned exclusively by UFW and licensed to you according to use outlined and specified by submitted proposals. You have a right to use and represent Event Name throughout the duration of license term. Should UFW find out that another name, logo, and other assets are used, UFW reserves the right to terminate your use of that Event Name. The following Hashtags, #UFW #UniversityFashionWeek and #Skynation are to be used within the marketing and promotion of the event.

### Waiver of Liability:

A) Resources, equipment, staff, lodging, food, or other materials necessary or required for your UFW will be your responsibility. In the ability of inability to raise sponsorship UFW may be used to supplement event expense only proving adequate revenue recovery plan. You must have personal medical and/or health insurance coverage while participating in or conducting any physical or athletic activities at your xFW event.

B) LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES OR DAMAGES YOU MAY SUSTAIN OR CAUSE OTHERS TO SUSTAIN IN CONNECTION WITH ANY UFWx EVENT, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS UFW AND ITS OFFICERS, DIRECTORS, SPONSORS, PARTNERS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS, AND

SUPPLIERS FROM AND AGAINST ANY LIABILITY ARISING FROM SUCH INJURIES AND/OR DAMAGES.

## Afterparty

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SKYNATION will be engaging in the exclusive presentation of the xFW Chapter Afterparty on behalf of Canada's University Fashion Week, total afterparty tickets and sales strategic will be communicated with xFW producer with online distribution, executive team, volunteers, and production community will support Skynation, and CDs in ensuring overall event is a success. CD will work with confirmed afterparty manager to communicate ticketing plan, and logistics to maximize revenue for xFW's afterparty revenue. With the revenue projections for this portion of the event already communicated to UFW by producer and Chapter CD, it is understood that total revenue from Afterparty must be transferred to Skynation upon event ending, Creative Director will select Afterparty volunteers to work with or on behalf of University Fashion Week. All hired bartenders and afterparty staff must be hired through Skynation as communicated through event proposal and budgeting, with total ticketing revenue developed to maximize funds to support after party components. As alcohol will be served at xFW afterparty, it is understood that this component of the program is not publicly advertised on posters and is more through word of mouth with interested candidates sent online to purchase tickets. As xFW afterparty is a signature part of the event experience, CD understands that executives and volunteers should be encouraged to promote and invite their community to the afterparty. After party guest list, and subsidized door fee must be communicated to xFW for total event count. CD will work with producer and Afterparty Manager to support overall logistics for the show. It is understood that designers are taken to the afterparty as part of the xFW experience in a Limo from designated pickup location. Buses must be scheduled to pick up students to bring them from show to after party location and back to respective drop of locations.

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- SKYNATION'S UFWXCHAPTER to present Chapter Afterparty with a focus on maximizing revenue and operational support and fundraising capital for it's stakeholders while reducing competition from it's various entertainment competitors.
  - Kayode Fatoba to sign over management and production of Skynation's University Fashion Week's afterparty to xFW Chapter with the support of the Skynation's hired management agents and associates to support chapter and production team. The conversation will be facilitated by the Creative Director to ensure the interest of UFW is being promoted while incorporating ideas and recommendations from xFW and Skynation.
  - Skynation and it's partners logos will be on the print materials of the afterparty.
  - If hard copy after party tickets are needed, CD understands to communicate to producer before hand for arrangements.
  - If as Kayode Fatoba is an artist, CD understands all Kayode Fatoba agreements must be communicated through [booking@theskynation.com](mailto:booking@theskynation.com) as Directors will represent all Kayode Fatoba inquiries unless otherwise communicate to CD by Kayode Fatoba within production.
  - CD understands you and your team are responsible for production community during after party till end of production duration.



## COMPANY RELATED DECISIONS

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- In production, CD understands that afterparty decision for Skynation's University Fashion Week will be made by the UFW's chapter unless management approval is required.
- As Skynation's contractors will be at work producing the afterparty, it is the chapter's responsibility to make sure their community is enjoying the show.
- chapter will be the decision maker on behalf of the afterparty team for Skynation's University Fashion Week team while transferring all monies to the label for the sustainability of the production.

## INITIAL CAPITAL

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xFW Chapter agrees to contribute a minimum in \$5000 in revenue targets specific to the afterparty for xFW weeklong campus programming if xFW's exclusive after party is added as an internal component to xFW's production activation activation at the discretion of xFW to CD. From logistics, transportation, entertainment, and labour requirements in production to event service delivery. A minimum of 200 people at \$25/head cost to support afterparty revenue licensing activation requirements is required for afterparty breakeven xFW afterparty delivery. With the location being the most important priority of xFW's afterparty as a support activation, CD will work with xFW for appropriate location, while Skynation will support production staffing. Reimbursements and various afterparty expenses will be taken from afterparty revenue as per online tickets and budget location and afterparty expense. All purchased inventory that can be returned must be returned, all receipts must be kept for reimbursements, and various afterparty expenses for entertainment services must be approved if outside of budgeted expense. Afterparty must be 19+ unless otherwise specified with producer by CD for licensed alternatives confirmed in proposal in guidelines with local liquor and permitting laws as well as Skynation's hired director and PM recommendation.

## ALCOHOL

No external alcohol is permitted at any xFW premisses unless confirmed as part of the production document with hired bartender confirming location permitting. With the need to stock inventory, CD will work with Bartenders if designed menu with stock being at the discretion of CD and Producer. Locations which sell their own alcohol as part of their business operation, either being a food primary or liquor primary establishment must be highlighted in producer community. Unless otherwise specified, xFW events are to be non alcoholic, with alcohol licensing and permitting and decision to use already licensed locations are at the discretion of UFW.

## CONFIDENTIALITY

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The Partners agree to keep all non-public information with respect to Project IP confidential and not to disclose it to any other party, except (i) to attorneys and advisors who need to know in connection with performing their duties, (ii) to potential business development partners and/or investors approved by the Company in writing, and who are bound by a confidentiality agreement in writing, and (iii) in response to an inquiry from a legal or regulatory authority.

## **NON COMPETE**

CD understands that Skynation is the production company behind this production and all decisions for outsourcing or hiring within the management team is the sole rights of the production manager. Skynation must be presented as a Production partner within University Fashion Week as it's Volunteer Driven premiere nation marketplace event. CD understands to support and encourage the overall support of Skynation to increase the brand's ability to support UFW within the brand's ongoing reinvestments and ongoing growth plan. CD understands that cost benefit analysis must be communicate within pitch public and private sector as CD.

## **TECH RIDER**

CD understands that tech rider for show, and day 1 2 3 must be communicated in production document within logistics confirming seating arrangements, check in locations, speaker and keynotes arrangements. All tech specs pertaining to production from show to afterparty must be communicated in production document to ensure overall event success. Artist tech riders should be communicated to skynation booking within logistics facilitating floor plan design and technical specifications and designs. With some locations having in house gear, CD understands to loop in production on changes in budgeted production expenses.

## **LOCATION**

CD understands that day 3 location cannot be free as the production demands require selling tickets to make up the growing cost of operating this type of production. Day one and day two are to be presented as free activated programming accessible to students and industry professionals giving them direct never before experienced networking opportunity to meet actual designers, community activists and engage entrepreneurs within the academic community not having these types of specialized activations for young professionals looking to go into this trade. CD understands that free and subsidized locations are part of the public sector buyin required to justify lowering tickets from \$50 to \$25, for a different tier and quantity allocation for students.

## **TRANSPORTATION**

Director understands that unless otherwise specified, chapter is responsible for all cost of transportation, ground and gas expenses associated with production, guest accommodation, and success. Confirmed pick up and and drop off volunteers should be confirmed and assigned if there are respective guests booked and signed to as an associate of the production.

## **GROUND**

In the event that special guests require transportation from accommodation to production venue adequate budget, volunteer provision, and reservation will be made to support ability to get to event location. In the event that after parties are scheduled, allocations and budget provisions are to be made for expenses within respective chapter production budget. CD understands that various international agents, designers, agencies confirmed to be specially presented by xFW in chapter presentation must be accounted for as prioritized within productions growing overall expenses.

## **GUESTLIST**

As all tickets are inventory and registered to each chapter with the confirmed approved allocated promotional and guest list allocations negotiated within proposal development, CD understands that the number of guests attributed to executives, and special guests outside of confirmed numbers are to be approved in conversation with management to be cleared for box office variance.

## **CAPACITY**

Ticket capacity for the show must be ordered based on total capacity of Venue, with the opportunity increase standing and seating capacity, CD is responsible for making sure seat modeling and standing area is well designed to accommodate total ticket allocation and sales. With a focus of moving into a 500 capacity production, with the two other days attracting and requiring less production investment focus on making sure total capacity can develop enough revenue to support overheads need for sustainable funding to scale production.

## **PROGRAMS**

As UFW is working to improve its service offerings while understanding the various programs it provides as a derivative to the public sector, CD understands that the UFW organization is a volunteer driven organization working to secure funding to keep the platform growing and capable of retaining talents and expanding to support more entrepreneurs. CD understands that while there are a wide range of sellers and advertisers coming to gain exposure as well as sell their pieces at the event, all programs developed as part of the production and positive results are attributed and ownership of UFW for use by its partners and stakeholders. As CD's are responsible for building and communicating this various programs for funding, CD understands that each external public partner might communicate their own respective partnership terms, from reallocation of tickets to meet a break even budget specification, to developing community partnerships with financial intermediaries, and or creating derivative clubs to support program sustainability. CD understands that these programs are to be developed with a focus in impact to the school.

## **Skynation**

CD understands that they represent University Fashion Week as an event based movement and stakeholder organization that's volunteer driven and started by a student Creative Director of whom was supported and has been supported by Skynation. University Fashion Week is independently organized by this volunteer community of photographers, models, executive, marketers and more to support fashion designers of whom are the CD Creative Directors who are hired to the UFW label based on self drive and motivation. Much like the first Creative Director decided to bring this to life is the fuel driving Creative Directors to voluntarily put their names forward and go through rigorous competition and training to get into gaining the trust of the founder and creator. As all event licensing processes are different with various trade secrets, tools, technologies, buying signals, systems, algorithms, passwords, late night research and development, and ongoing responsibilities associated to producing a creatively aware director able to represent xFW as a brand and multimedia industry market place special event, the digital management and production services within bringing xFW chapters to life are to be reserved exclusively for the sole production and hiring through Skynation, a black owned production representing the interest of its creative community in working through the various complexities of bringing their ideas to life. Reference of the brand as a label, and partner is to be made within arguments protecting its backing, resources, and technologies. UFW is licensed, managed, and produced through Skynation within its various agents,

agencies and resources. As the platform was started in University, the concept of for students, by students is still a part of leveraging Skynation's tools within the professionals working hard to improve the service delivery of Skynation Systems Inc. Due in part because Skynation in of itself did start as an experimental project, it is understood by CD that if and when issues arise, it is brought up to the Creative Producer with focus on fixing problems together.

### **Indemnification**

Licensee hereby agrees to indemnify, defend, and hold harmless xFW and its licensors, officers, directors, shareholders, employees, consultants and agents from and against any and all damages, suits, claims, actions, or demands, and any related liabilities, expenses and losses (including reasonable attorneys' fees and other costs of defense) arising out of or in connection with, or are in any way related to any claim, which if true, would result in a breach by Licensee of this Agreement.

### **Term and Termination**

Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses where no fees are required, or (c) delivery of the specific Licensed Materials. Each of xFW or Licensee may terminate this Agreement and Licensee's license as to Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach; however, if Licensee is in breach of Section 1 (License) or Section 2 (License Limitations; Prohibitions), xFW may terminate this Agreement and Licensee's license as to Licensed Materials, immediately upon written notice. xFW may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors.

Effect of Termination. Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Licensed Materials to which such license applies and Uninstall and deletes all copies of the Licensed Materials, documents, passwords, and or production document and contacts. At xFW' request, Licensee agrees to destroy or return to xFW all Licensed Materials. xFW reserves the right to require Licensee to show satisfactory proof that all copies of the Licensed Materials have been deleted and erased.

## **PRESENTER SCHOLARSHIPS LICENSE**

As this marketplace does cost quite a lot to maintain support and sustain, the priority of generation revenue for the creator does mean the need to protect the artist's' ability to generate royalties of his invention. Due to the inability to pay for the royalties of activation technology, training, tools and agents and legal infrastructure, the term "free" has been replaced with "heavily subsidized" "scholarship" and "discounted", while UFW acknowledges the volunteer driven nature of this platform, it is understood that providing free services, free entry, free opportunities, free tickets, and any free privileges, to any public agent, student, designer, organization, without the confirmation of their contribution in making sure this platform is not supporting others on behalf of the same artist who creating it still needing to pay out of pocket while other creatives, artists and academic communities benefit significantly through the networks, consumers, exposure, market, advertisements, employment and investment opportunities, market data, lead generation, program development, community building social capital efforts. It is understood that the ability to provide scholarship, heavily subsidized and otherwise discounted services must be due in part by confirmation of external community partnerships looking to sponsor the event. A confirmation of the values

provide by honor of this scholarship is to be communicated by the respective portfolios confirming application award.

### **IP ROYALTIES**

It is understood that as Kayode Fatoba is the artist and creator of this marketplace and platform, of whom invested his funds and still investing into keeping it going, while understanding that as the first Creative Director and Founder, there's been a wide range of exploitation of which has caused the evolution of the documents, processes and reduction in resources to scale this towards it's capacity means that there's an important responsibility on Skynation, University Fashion Week and all it's chapters, associates, agents, managers, directors, media, and various representatives to pay in the form of "respects" all dues with a priority of working towards an adequate earnings on royalties on all creative commons licensing, made, copied, replicated and sold, by participation thereby by any agent, public and private, unless otherwise in writing, from the artist himself or his Creative Directors, of him are licensed and trained in various trust building, partnership and strategic relations, management and systems understanding to navigate the diverse parts of the market to engage for the sole purposes of not only producing a successful event, but also ensuring that as the first Creative Director's working to make sure the current lead's are supported with updates to the packages of the CD's so does the CD have a responsibility to make sure the brand is working towards protecting the founder, his invention, intellectual properties, names, and likeability with a priority on generating sustainable funding and resources to start compensating the creator for the invention there off of xFW within it's confirmation of impact to society, community, and Canada as a growing global market. CD understands that as xFW has never generated a profit to compensate this clause, the platform has been working to raise capital and justify it's ability to gradually improve with with this clause applying and opening negotiations in the case in which there are opportunities for profit sharing.

### **CD Executives**

Creative Director understands that he or she is a director of a proprietor platform independently organized and student driven while representing both private and public stakeholder relationships. CD understands that as a person that's been trained in the various corporate and societies act in navigating differences in the various stakeholder relationship associated with the platform that the CD acts and represents the interest of UFW to their respective community and not the interest of their community to UFW. CD understands that as confirmed to be communicated to the hired executives, their role is to help ensure each hired executive understands their responsibilities to the CD, UFW and Skynation as the production partner amongst the various other public and private partners working within the platform.

### **All Rights Reserved**

xFW and its licensors retain title to and ownership of, and all other rights with respect to, the Licensed Materials and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights. Licensee has only the limited licenses granted with respect to the Licensed Materials expressly set forth in this Agreement, and Licensee has no other rights, implied or otherwise.

## Limitation of Liability and Disclaimers

Limited Warranty. xFW warrants that, as of the date on which the Licensed Materials are delivered to Licensee and for ninety (90) days thereafter or if the license term is shorter, such shorter period (“Warranty Period”), the Licensed Materials will provide the general features and functions described in the User Documentation portion of the Licensed Materials. xFW’s entire liability and Licensee’s exclusive remedy during the Warranty Period (“Limited Warranty”) will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at xFW’s option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by Licensee and terminate this Agreement or the license specific to such Licensed Materials. Such refund is subject to the return, during the Warranty Period, of the Licensed Materials. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. xFW DOES NOT SEEK TO LIMIT LICENSEE’S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION (LIMITED WARRANTY), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, xFW AND ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO ANY LICENSED MATERIALS. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE LICENSED MATERIALS AND THE FEATURES OR FUNCTIONALITY IN THE LICENSED MATERIALS OR ANY COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, xFW DOES NOT WARRANT: (a) THAT THE OPERATION OR OUTPUT OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE; THAT ERRORS WILL BE CORRECTED BY xFW OR ANY THIRD PARTY; OR THAT xFW OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL MEET LICENSEE’S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

Use Limitations. The Licensed Materials are designed for non-commercial, consumer use and are not intended for commercial professional use. xFW will not be liable in any manner whatsoever for the results obtained through use of the Licensed Materials. As xFW is a volunteer driven platform, CD understands to communicate to designers that if they are looking for the professional services of photographers, models, and various planning executives, they should hire and produce their own events and or leverage the contacts of partner agencies representing commercial models, photographers and agents. Persons using the Licensed Materials are responsible for the supervision, management, and control of the Licensed Materials and the results of using the Licensed Materials. All monies, either public or private generated as a derivative of xFW Chapter is a property of xFW and should be transferred to University Fashion Week as communicated by Producer upon licensing after all chapter reimbursements have been settled to support

ongoing deficit and upper management and royalties demand associated with keeping xFW expanding, maintained, growing and sustainable.

### **University Fashion Week Non-Disclosure Agreement**

This Patent (Invention) Non-Disclosure Agreement (the "Agreement") is entered into by and between CD and Skynation on behalf of event and platform creator. The parties agree to enter into a confidential relationship with respect to preventing the unauthorized disclosure of certain proprietary and confidential information (the "Confidential Information") as communicated within onboarding, training, orientation, proposals pre and post licensing production transfer and delivery.

under this Agreement CD shall not extend to information that is (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party prior to the time of disclosure by Disclosing Party; or (c) otherwise learned by the Receiving Party through legitimate means other than from the Disclosing Party or anyone connected with the Disclosing Party. (d) Externals outside of roll out channels and media outlets.

CD shall hold and maintain the Confidential Information of Skynation, University Fashion Week, it's agents, partners, rosters, talents, directors in strictest confidence for the sole and exclusive benefit of the Disclosing Party. CD shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. CD shall not, without prior written approval of the Creator, Label, Associates, UFW Management Agents, and Representatives, use for the CD's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Kayode Fatoba, the artist and senior creative director of whom royalties are owed any of the Confidential Information. CD shall return to xFW any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of xFW.

This Agreement and CD's duty to hold Confidential Information in confidence shall remain in effect until a year after production for successful transition and support of other creative directors or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in xFW's innovations, intellectual property, or the Confidential Information, to xFW Chapters and CD.

### **General Provisions**

**(a) Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**(b) Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(c) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Skynation, xFW, its artists, partners, agents, roster and networks deems appropriate. This right of Skynation and Creator, Kayode Fatoba is to be in addition to the remedies otherwise available to xFW and chapters.

(f) **Attorney Fees and Expenses.** In a dispute arising out of or related to this Agreement, Skynation shall have the right to collect from the CD, its reasonable attorney fees and costs and necessary expenditures, as well as but not limited to case where all monies are not paid to xFW for its various contractual obligation, Skynation's University Fashion Week and its agents reserve a right to communicate directly with its market, community and institutional agencies for the sole purposes of litigating and arbitrating appropriately and all associated time, and related expenses.

(g) **Governing Law.** This Agreement shall be governed in accordance with the laws of Canada.

(i) **Successors & Assigns.** This Agreement shall bind each party's heirs, successors and assigns. CD may not assign or transfer its rights or obligations under this Agreement without the prior written consent of xFW and its agents as well as with confirmation from the Creator of whom all rights belongs. Any assignment or transfer in violation of this section shall be void.