

TERMS & CONDITIONS

JOIN THE YOUNIE E-GALLERY PROGRAMME

With the aim to promote Malaysian artworks locally and internationally, Younie Gallery Sdn Bhd (YGSB) is introducing the **Younie E-Gallery (YEG) Programme**, an excellent opportunity for Malaysian artists to list and sell artworks through Younie E-Gallery, our partnering international online art platform or NFT (Non-Fungible Token) platform.

PROGRAMME BENEFITS

By listing your art with us, you will receive a range of benefits: -

- To list as many as **50 artworks per year** on Younie E-Gallery, our partnering international online art platform or NFT platform
- **Promotion** through various channels and social media

YOUNIE E-GALLERY PROGRAMME TERMS & CONDITIONS

By joining the Younie E-Gallery Programme, you (the participating artist) are subject to the following terms and conditions:

1. PROGRAMME PARTICIPATION

- Programme Application.** Application is open to all Malaysian artists. Approval of application is at the absolute discretion of YGSB. YGSB is not bound to publish or otherwise communicate the reasons to decline any application.
- Programme Benefits.** Benefits are not transferable and are solely exclusive for the approved applicants only. Programme Benefits shall be valid for 12 consecutive months from the date of participation unless otherwise terminated in accordance with the Terms & Conditions herein stated. By acknowledging the terms of participation, you shall be deemed to have accepted and agreed to be bound by the Terms & Conditions as amended and/or supplemented from time to time by YGSB.
- Expiration & Renewal.** Upon expiry of the validity period, the participation shall be considered null and void. All programme benefits shall be cancelled and participation must be renewed at the annual admin fee in order to enjoy the programme benefits. Renewal of programme participation is subject to the discretion of YGSB.
- Withdrawal and Termination.** You may withdraw from this programme at any time by notifying YGSB. YGSB may at its sole and absolute discretion terminate your participation at any time with or without prior notice and with or without cause. Admin fee and other payments is non-refundable.
- Lapsed & Forfeited Benefits.** Upon expiration of the validity period, all programme benefits shall automatically lapse. Any benefits shall not be carried forward to the renewed participation.

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Upon participation withdrawal or termination, any programme benefits shall be automatically forfeited. YGSB shall not be liable for any compensation of any programme benefits to you.

2. ARTWORK CONSIGNMENTS

- a. **Scope of Agency.** Participant (hereinafter referred to as 'the artist' in this section) appoints YGSB to act as the artist's exclusive agent for the sale of artworks submitted by the artist to YGSB to list on Younie E-Gallery and other sales channels. This agency shall cover only artworks submitted by the artist under the Younie E-Gallery Programme. YGSB shall document receipt(s) of all artworks consigned throughout the participation period.
- b. **Original Works of Art.** The artist must submit only original works of art that the artist has created and that the artist desires to sell through the YEG Programme. The artist may not submit listings for original works of art that were created by another artist.
- c. **Consignment of Inventory.** YGSB accepts on consignment artworks by the artist during the participation period. The artist shall provide YGSB with the full details of the artworks at point of submission. The consigned inventory shall be listed on YEG and other sales channels, with several days of delay to be expected due to the uploading process.
- d. **Artwork Specifications.** YGSB will only accept artworks of the following specifications for the listing:
 - i. **Medium:** Oil on canvas, Acrylic on canvas or paper, Watercolour on paper, Works on paper, Photography, Chinese ink and colour on rice paper or silk, Calligraphy on rice paper. *Collages and digital art are not accepted.*
 - ii. **Condition:** Artworks must be completely dry and in good condition. Photography works must be framed. Chinese paintings and Calligraphies must be mounted/framed/scrolled. We accept all other framed/unframed artworks.
- e. **Storage & Collection.** All consigned artworks shall be stored at YGSB. YGSB shall hold the artwork for at least 3 months upon listing on YEG. The artist shall only be allowed to collect and delist any listed artworks after the 3-month period.
- f. **Pricing and Terms of Payment.** The artist shall specify the price to be received by the artist once the artwork is sold (from herein referred to as 'Artist's Price'). YGSB shall have the sole discretion to mark up the Artist's Price when listing artworks on YEG and other sales platforms. The artist will receive the predetermined Artist's Price when the artwork is sold.
- g. **Payment.** YGSB shall pay the artist all proceeds and amount due thirty days after receiving full payment from the sale of any consigned artwork.
- h. **Partnering Online Art Platform.** It is at YGSB's absolute discretion to select and list artworks on our partnering international online art platform. The same YEG Programme terms and conditions apply and the artist will receive the Artist's Price when an artwork is sold.
- i. **NFT Platform.** It is at YGSB's absolute discretion to select and list artworks on our partnering NFT platform. An NFT will be created from the artwork once it is listed. The same YEG Programme terms and conditions apply and the artist will receive the Artist's Price when the artwork is sold. The artist is eligible of 5% royalty fees for each subsequent sales transaction of the sold NFT on the same platform.

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- j. **Certification of Authenticity.** Once the artwork is sold, the artist shall sign a Certificate of Authenticity prepared by YGSB to certify the artwork is the artist's one-of-a-kind authentic, original artwork. The certificate will be given to the purchaser.
- k. **Fiduciary Responsibilities.** Title to each of the artworks shall remain in the artist's name until the artist has been paid in full. Upon payment, title then passes to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the artist until the artist is fully paid. YGSB shall pay all amounts due to the artist before any proceeds of sales can be made available to any and all creditors of YGSB.
- l. **Loss or Damage.** YGSB shall be strictly liable for loss or damage to any consigned artwork from the date of receiving by YGSB until the artwork is returned to the artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the artist shall receive 50% of the Artist's price amount as if the artwork has been sold to YGSB. If restoration is suggested or pursued by YGSB, the artist shall have veto power over the choice of the restorer. The artist shall be responsible for all repairs to artwork necessitated by artist's faulty workmanship, to be done free of charge.
- m. **Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks from and to the artist shall not be borne by YGSB. We strongly recommend artist to collect artworks personally. If the delivery of artwork is from YGSB to any point other than the artist, this shall be borne by YGSB.
- n. **Commission.** If the artist sells any artwork directly to a purchaser through contacts established initially through YGSB, then YGSB shall be entitled to a commission of 50% of the selling price.
- o. **Promotion.** YGSB shall use its best efforts to promote, display and sell the consigned artworks. YGSB shall clearly identify the artist's name with all artworks and shall include the artist's name on the bill of sale for any artwork sold by YGSB. By submitting listings for the YEG Programme, the artist grants YGSB a worldwide, transferable, nonexclusive, right and license, with a right to sublicense, to:
 - i. use, reproduce, distribute, publicly perform and publicly display copies of the consigned artworks via Younie E-Gallery and YGSB's chosen sales channels and marketing platforms; and
 - ii. access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the consigned artworks in any form, medium or technology now known or later developed for the purpose of promoting YGSB and the YEG Programme. The artist acknowledges and agrees that the foregoing license rights are granted on a royalty-free basis and that the artist's sole compensation for the grant of such license rights, if any, will be in the form of Artist's price, which is payable only upon the sale of the consigned artwork via the YEG programme.
- p. **Reproduction.** The artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the contrary which still applies after the artwork is sold. The artist shall be acknowledged as the creator and copyright owner of the artwork. YGSB shall include on each bill of sale and certificate of any artwork the following legend: "All copyright and reproduction rights are reserved by the artist."

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- q. **Security Interest.** Title to and security interest in any artworks consigned or proceeds of sale under this agreement are reserved to the artist. The artworks shall not be subject to claims by YGSB's creditors. In the event of the purchase of any artwork by a party other than YGSB, title shall pass directly from the artist to the purchasing party. In the event of a purchase of any artwork by YGSB, title shall pass only upon full payment to the artist of all sums due hereunder. YGSB acknowledges that it has no right to and shall not pledge or encumber any artworks in its possession nor incur any charge or obligation for which the artist may be liable.

GENERAL

3. YGSB reserves the right to modify or amend the benefits and terms & conditions from time to time at its own sole discretion without any prior notice. Continuous participation of the YEG Programme after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by you. Any substitution or variation by YGSB and/or the participating partners of any benefits contained herein shall not entitle you to any claims or compensation from YGSB and/or the participating partners for any and all losses or damages suffered or incurred by you, whether directly or indirectly caused.

4. **Disputes.** In the case of any dispute relating to the participation of YEG Programme, the decision of YGSB shall be final and conclusive. No correspondence or claims shall be entertained.

5. Upon joining the YEG Programme, the artist will or have provided YGSB with personal data. Such personal data may include name, identity card, contact details, date of birth, gender and financial information.

6. You consent and authorise YGSB to disclose your personal data to individuals, service providers and organisations associated with YGSB and any other selected parties (within or outside Malaysia) for the aforesaid purposes. YGSB will also disclose your personal data to any other party to whom such disclosure is required by law or regulatory requirement or pursuant to a Court order.

7. **Governing Law.** These Terms & Conditions shall be construed and controlled by the law of Malaysia without reference to conflict of law principles.