

**POISON.**

Project ID: 00875

Date: Friday, 30 May 2025

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# LICENCE AGREEMENT.

**LLOYD TICHIO PROD.**

Website + Branding Project

This License Agreement outlines the terms and conditions governing the transfer of ownership and use of intellectual property delivered by Poison Studio. It is designed to ensure clarity and mutual understanding between Poison Studio and the Licensee, providing a framework for the responsible use and management of the licensed materials.

This Licence Agreement ("Agreement") is made and entered into on 24th February 2025, by and between Poison Studio ("Licensor") and Lloyd Tichio Productions ("Licensee"). This Agreement sets forth the terms and conditions under which Licensor transfers ownership of specific intellectual property to Licensee.

IN WITNESS WHEREOF, the Licensor hereto have executed this Agreement as of the day and year first above written.

Poison Studio  
Authorised Signatory



Friday, 30 May 2025

## 1. Licensed Materials.

### Description of Licensed Materials

This Agreement applies to the following intellectual property created by Licensor (the "Licensed Materials"):

- Logo Design & Export Files
- Fonts
- Colour Palette
- Website

## 2. Transfer of Ownership.

### Ownership Transfer to Licensee

Upon execution of this Agreement, Licensor hereby transfers all ownership rights, including all intellectual property rights, to the Licensed Materials to Licensee. Licensee will hold full and exclusive ownership of the Licensed Materials and shall have the right to use, modify, reproduce, publish, display, distribute, and exploit the Licensed Materials without any restrictions.

## 3. Licensee Responsibilities.

### Sole Responsibility of Licensee

As the owner of the Licensed Materials, Licensee shall be solely responsible for the management, use, and legal compliance of the Licensed Materials. Licensor disclaims any further responsibility or liability for the Licensed Materials once ownership is transferred to Licensee.

## 4. Term.

### Duration of Ownership

This Agreement is perpetual, and ownership of the Licensed Materials shall remain with Licensee indefinitely.

## 5. Disclaimer of Warranties.

### No Warranties Provided

The Licensed Materials are provided "as is" without warranty of any kind, expressed or implied. Licensor disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 6. Limitation of Liability.

### Liability Limitations

In no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or related to this Agreement, even if Licensor has been advised of the possibility of such damages.

## 7. Governing Law and Dispute Resolution.

### Legal Jurisdiction and Dispute Handling

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or relating to this Agreement shall first be attempted to be resolved through mediation. If mediation fails, the dispute shall be settled by arbitration in accordance with the rules of a recognized arbitration body in the United Kingdom.

## 8. Severability.

### Validity of Agreement Provisions

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

## 9. Contact Information.

### How to Reach the Licensor

For any questions regarding this Agreement, please contact:

Licensor:

Adrian Trutkowski, Poison Studio  
adrian@poison.studio

