



## ARTWORK USE AGREEMENT

This agreement (hereby: “Agreement”) is made on \_\_\_\_\_ (date, year)  
by and between

(1) **Janez Janša**, Jakopičeva 11, 1000 Ljubljana, Slovenia,  
(2) **Janez Janša**, Slomškova 27, 1000 Ljubljana, Slovenia and  
(3) **Žiga Kariž** (artistically known as: **Janez Janša**), Gestrinova 3, 1000 Ljubljana, Slovenia;  
(hereby: “Artists”)

and

**Name and surname of the card holder:** \_\_\_\_\_,

**Address:** \_\_\_\_\_

(hereby: “User”).

In consideration of the mutual promises hereinbefore and hereinafter contained, the parties hereto agree as follows:

### 1. WORK OF ART

1.1. The Artists created an original work of art, which is protected by copyright – namely a representation of a photograph of a pre-existing work entitled: \_\_\_\_\_ printed on a bank card, whose dimensions are 5.4 x 8.5 cm. The bank card was issued to the User by a bank and contains the original signatures of all three Artists on the reverse side (hereby: “Work”).

1.2. The bank card is a credit or debit bank card with a photographic image of a pre-existing work entitled \_\_\_\_\_, issued to the User by the bank, that enables its customers to personalize their bank cards according to their own choice of image (hereby: “Bank Card”).

### 2. COPYRIGHT AND PROPERTY RIGHTS

2.1. The Artists own the exclusive rights to any and all copyrights vested in the Work. The copyright in the Work is independent from and compatible with the property or any other right of the bank or User of the Bank Card.

2.2. The Bank Card is or may be the property of the bank which issued it. The Artists have no influence on the terms and conditions set by the bank to the card holders and can not guarantee the User that the Bank Card will stay in the User’s possession after its validity date expires.

2.3. The transfer of single economic copyright(s) or of other rights of the Artists with respect to their Work does not affect the ownership (property) rights in the Bank

Card itself. The transfer of ownership (property) rights in the Bank Card does not affect single economic copyright(s) or other rights of the Artists with respect to their Work.

2.4. The Artists and the User grant each other the right to use their Work or Bank Card under the conditions stipulated in this Agreement.

### 3. CONDITIONS OF USE

3.1. After the Bank Card is issued by the bank, the User shall send it (without signing it him/herself) by registered mail to the following address: Janez Janša, Jakopičeva ulica 11, 1000 Ljubljana, Slovenija. The Artists shall sign the Bank Card on the reverse side and send it back to the User by registered mail as soon as possible to the address provided by the User. The User is solely liable for the choice of the postal or other delivery services provider, through whom he/she sends the Bank Card to the Artists. The Artists shall not be responsible for the potential loss of the postal parcel, in which the Users send the Bank Card to the Artists in order to be signed.

3.2. The Artists oblige themselves not to use the Bank Card for any other purposes or in any other way, nor shall they take a picture of the Bank Card or record or reproduce it without the exclusive consent of the User, which must be given in accordance with paragraph 3.6. of this Agreement.

3.3. The User is the holder of the Bank Card and shall use it for customary banking transactions, i.e. payment of purchased goods and services and ATM transactions. Such use must be in accordance with the possibilities and regulations set by the bank that issued the Bank Card.

3.4. The User permits the Artists to sign the Bank Card on the reverse side in order to assert their moral copyrights.

3.5. The User is aware of the possibility that the Artists might want to exhibit, publish or present their Work publicly in other ways. If the Artists, in order to publicly present their Work or in order to execute their other copyrights or authors' rights, shall demand the User to deliver the Work to them or enable them to access the Work, shall notify the User in due time and shall enter into a separate agreement with the User.

3.6. In order to present their Work to the public, the Artists shall record the event during which they will be signing their Work and shall archive all documentation materials (such as video recordings, photographs etc.) for the purposes of presentation of their Work and the event. To enable the Artists to publicly present their Work, the User may allow photographing, recording, reproduction and other use of the documentation materials in which the User's Bank Card is represented. The Artists shall provide proper protection of the User's personal data by covering the card number and bank account number.

**The User permits the use of documentation material as described in par. 3.6. above**

(circle "yes" or "no" to indicate): **YES NO**

3.7. By using the Bank Card, the User is not granted any copyright to the Work. If the User would like to exhibit, publish or present the Work to the public in any other way, the User shall notify the Artists and enable them to assert their paternity right (in accordance with Art. 18 of the Copyright and Relative Rights Act) by properly notifying the credits which shall be provided every time the Work is exhibited, published or presented to the public in any other way in the following form:

\*\*\*

**Artists: Janez Janša, Janez Janša, Janez Janša**

**Title (to be inserted by the Artists):** \_\_\_\_\_

**Edition: 1**

\*\*\*

3.8. In the case that the User gives the Work to a third person in order to use or possess it or in the case that the User sells or transfers his/her property right into the Work as an original work of fine art, the User must notify the Artists and enable them to execute their resale right (droite de suite) in accordance with Art. 35 of the Copyright and Related Rights Act.

3.9. The User is fully aware of the possibility that the use of the Bank Card may be refused in certain circumstances (i.e. where payment transactions are not made by using the PIN number), because the signatures of the Artists on the reverse side of the Bank Card are not identical to the User's own signature and the User agrees to take this risk.

#### 4. MISCELLANEOUS

4.1. This Agreement is made in three (3) equal counterparts, of which one (1) counterpart shall be given to the User, one (1) counterpart shall be given to the Artists and one (1) counterpart shall be archived by Aksioma, which is the authorized representative of the Artists.

4.2. Any changes to this Agreement must be made in writing and shall (if made) constitute the integral part of the Agreement.

4.3. The provisions of this Agreement shall be governed and interpreted in accordance with the Copyright and Related Rights Act and other laws of the Republic of Slovenia. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted so as best to effect the intent of the parties.

4.4. If a dispute arises under this Agreement, the Parties agree to first try to negotiate in good faith and settle the dispute. If it is impossible to arrive at a mutually satisfactory solution within a reasonable period of time, the Parties agree to submit the dispute to the District Court in Ljubljana, Slovenia.

Artists:

User:

Janez Janša

Name

.....

.....

Janez Janša

Signature

.....

.....

Žiga Kariž (Janez Janša)

.....