

REGISTERED OFFICE AND TRADING ADDRESS

Rainbow Nation LTD.

4th Floor,
Silverstream House,
45 Fitzroy Street,
Fitzrovia,
London,
W1T 6EB.

www.rainbownation.co.uk and associated Mobile applications are owned and operated by Rainbow Nation LTD. (“us”, “our” or “we”)

Individual signing this agreement (‘you’ or ‘yourself’) designs submitted to Rainbow Nation LTD by yourself (‘yours’ or ‘your’)

‘Employee(s)’ refers to volunteers or paid staff members, we delegate the title of employee(s) at our complete and absolute discretion

‘Creator(s)’ refer to individuals who submit designs to us, we delegate the title of creator(s) at our complete and absolute discretion

The Site www.rainbownation.co.uk

Services include but are not limited to Rainbow Talks, Rainbow Nation social media platforms, Our Comfort Queen and third-party partnerships.

The Agreement or The Contract refers to this document

The *Creators Handbook* is an essential document that can be found on our site or emailed upon request.

Being ‘blocked’ refers to but is not limited by emails being blocked from your account to Rainbow Nation LTD, future payments be blocked to you from Rainbow Nation LTD and any other form of removing connection or contact to Rainbow Nation LTD

By signing this agreement, you are waiving all rights to any submissions made to Rainbow Nation LTD. All submissions made to Rainbow Nation LTD once received become owned by Rainbow Nation LTD. Rainbow Nation LTD own all submissions made to us and we own the rights to use, share or modify even commercially. Rainbow Nation LTD reserve the right to use any submission as promotional material for Rainbow Nation LTD without requesting any consent or making any payment to you as a creator when no profit is made.

1. Your Rights

1a. Employment

As a creator for Rainbow Nation LTD you are self-employed and Rainbow Nation LTD has no responsibility or obligation to offer you any work. You are able to work on submissions as often or as little as you want. Rainbow Nation LTD are not responsible for any taxes to be paid on profits/income earned though the Site.

1b. Right to be forgotten/erasure

As a creator for Rainbow Nation LTD you have the right to erasure or to be forgotten under applicable GDPR UK law. Please see applicable law, your right to which will change in accordance with this law.

1c. Right to request personal information

As a creator for Rainbow Nation LTD you have the right to request information on all data we hold on you. You can request this through email at contact@rainbownation.co.uk. This request may take up to 30 days to receive a response.

1d. Royalty Rates

Our royalty rates are set at a standard of £0.45 for each card that you have designed which is sold through our Site. Royalty rates will be paid for every sale of your design through our website. We have the right to sell designs exclusively to a third party. If a design is sold wholesale to a third party, you will cease to receive any royalty rates for this design and will be paid a one-off payment of £150. This is due to marketing costs which would have been paid prior to the established connection with a third party, the consideration of purchasing a barcode in order to wholesale through a retailer, to allow for price negotiation in the best interest of Rainbow Nation LTD as a company and in consideration of any price negotiations to make wholesale possible. If a design is sold to a third party but also continues to be sold on our Site, you will receive the one-off £150 payment as well as continuing to receive the standard royalty rate of £0.45 per card designed by you which is sold only through the Site.

1e. Royalty Rate Increases

At our complete discretion we may choose to raise your royalty rate. We may do this for our premium creators (creators who have had 5 or more designs subjected to the One-off Payment Plan). We would like to reward these creators for doing such a great job and may raise their royalty rates on future designs by up to 23%. You will be informed of this if applicable.

1f. Right to request withdrawal of a submission

You have the right to request the withdrawal of a submission or design. Withdrawal of any design from the Site will be decided by the discretion of Rainbow Nation LTD and we reserve the right to refuse withdrawal of any submission. If Rainbow Nation LTD refuses the withdrawal of a submission you may request to waive your right to the Royalty Rate of a design. Requests for which can be sent to creators@rainbownation.co.uk with the heading 'Right to request withdrawal'. If withdrawal is refused but you would like to waive the right to Royalty Rate your Royalty Rate of any purchases made on the Site following this waiver will be given to a chosen charity. You may request a charity for this Royalty Rate to be given to, but ultimate decision of this charity will be made by Rainbow Nation LTD.

1g. Copyright Infringement

It is your responsibility to ensure your submissions do not violate any persons or companies' copyrights. If any of your submissions are in violation of a copyright, you will be solely responsible for the consequences of which. Rainbow Nation LTD accept no liability or responsibility for the infringement of any copyright and any consequences of such infringements. Any information we hold on you, Rainbow Nation LTD reserve the right to pass this information onto any legal or government

body should they be requested in reference to a possible copyright infringement on your behalf.

1h. Right to work

You are agreeing that you have the right to work in the UK and are of, or over the age of 18 years old. Rainbow Nation LTD has no responsibility to check your eligibility to work in the UK as you are not an employee of Rainbow Nation LTD. As a self-employed creator. You accept any legal implications for working in the UK and any tax implications for profits made.

2.Our Rights

2a. Right to refuse submissions

We reserve the right to refuse any submission made by a creator and block any creator from submitting designs should we feel designs do not meet our standard, comply with guidelines set out in the 'Creators Handbook' or meet our company values, this will be decided by our discretion. Submissions that do not receive an email approving your design within 30 working days of submission to Rainbow Nation LTD your submission has not been accepted and you can assume that Rainbow Nation LTD will not be promoting or using your submission and do not own the rights to that given design.

2b. Right to hold and collect information

We reserve the right to hold and collect any information on you as a creator that is relevant to you receiving pay, us contacting you or any other relevant information of personal details determined at our absolute discretion. This information includes but is not limited to: your bank details for processing payments, name, address, email address, phone number, IP address.

2c. Right to sell exclusively to retailers or wholesalers

As outlined in *1d. Royalty Rates* we reserve the right to sale any design owned by Rainbow Nation LTD to any wholesale or retail third-party in accordance with our One-off payment plan. By signing this agreement, you consent to the Royalty Rates outlined and the One-off payment plan if applicable. The One-off payment plan requires no prior consent from yourself and we are under no obligation to inform you of this payment until we deem necessary. The One-of payment plan will be made as a bank transfer to your chosen account within 30 working days of the receipt of payment from a retailer of wholesaler. We will aim to inform you if the One-off payment plan is applicable to any of your designs as soon as we can.

2d. Obligations

We have no obligation to promote or sell any of the designs you submit. It is in our best interest to promote your submissions, but we are under no obligation to do so. We reserve the right to promote submissions across any of our social platforms and the Site. We are under no obligation to sell your submissions and reserve the right to remove or discontinue any submissions from our site and any related services or

platforms without your notification or consent. We are under no obligation to make payment to you for any submissions which do not make any profit through the Site.

3. Your payments

3a. Sold designs

You will be paid £0.45 for every card sold through the Site that is sold of a design you have submitted and has been approved by Rainbow Nation LTD. Unless agreed otherwise with Rainbow Nation LTD or when the One-off payment plan is applicable.

3b. Payment date

You will be paid between the 1st and 5th day of any given month for the prior month. You will be paid in arrears. You will be paid via bank transfer from Rainbow Nation LTD based on completed purchases between the 25th to the 25th of each month i.e. purchases made through the site from February 25th to March 25th applicable royalty rates will be paid between 1st and 5th of April.

3c. Deductions

Rainbow Nation LTD reserve the right to make deductions to any of your payments in any circumstance that you cause Rainbow Nation LTD to incur any costs caused by yourself.

3d. Blocking Payments

If at our complete and absolute discretion, we may *block* a creator from working with us. If you are blocked as a creator for reasons including but not limited to spreading or promoting hate, discrimination or violence, defacing a Rainbow Nation LTD product or the defamation of character of the company, employees or creators in private and public spaces any future payments from Rainbow Nation LTD to yourself may be blocked and we will be under no obligation to process any payments to yourself regardless of whether your designs are still being sold and promoted by our company.

By signing below, you are stating that you have read, understand and agree to all of the above. You have also read, understand and agree to our *Creators Handbook*.

Print Name:

Date:

Signature:

Personal Details:

Forename:

Surname:

National Insurance Number:

Date of Birth:

Address:

Postcode:

Mobile Number:

E-mail Address:

Bank Details:

Bank name and address:	
Name on card:	
Account number:	
Sort code:	