

Content, Design and Brand Licence

Design owners, photographers, makers and approved brand partners | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Separate rights and defined works

The named rights holder and licensee identify each design, photograph, film, narration, logo, research work, maker story or other licensed item in a rights schedule with version and evidence of ownership/authority. Existing traditional/community knowledge, third-party designs, individual image rights and collective marks require the relevant additional permissions; a coordinator cannot license rights it does not own. No ownership transfer is implied. An assignment, if intended, requires a separate express clause and legally required formalities and compensation.

2. Narrow licence and consideration

Select permitted uses (listing, private trade dossier, website, film, report or specified branding), audience, media, territory, duration, attribution, permitted edits, translation, sublicensing and fee/royalty in USD. Default proposal: non-exclusive, purpose-limited licence; no sublicensing except necessary hosting/production contractors bound by equivalent restrictions. No sale of source files, unrelated campaigns, merchandise, generative-AI training, synthetic likeness/voice, resale of designs or implied exclusivity. Remove these exclusions only by an explicit, separately priced agreement from the proper rights holder.

3. Human subjects and informed permission

Obtain a separate plain-language release from each identifiable adult where required, explaining publication, audience, duration and realistic limits on recall of distributed material. Producer participation, earned pay and complaint rights must not depend on granting publicity permission. Do not use children's identifiable images/stories in this programme without a separate safeguarding/legal assessment and valid required permissions; this template supplies no such authorization. Keep personal identity/wage documents private. Use stock media only under the actual vendor licence and preserve attribution/receipts where required.

4. Integrity, claims and approvals

Respect attribution and non-waivable moral rights. Edits must not materially misrepresent a maker, product, location or working conditions. Do not label stock footage as footage of COTO's own suppliers or present a licensed brand as certification. Rights holder reviews specified proof copies within [period]; silence does not grant additional rights. COTO's logo may be used only under written brand approval, applicable quality rules and a revocable permission for the stated relationship. No affiliation with Jaipur Rugs or another business is implied by source presentations or reference material.

5. Assurances, disputes and takedown

Each party warrants the rights/authority it actually grants and discloses known restrictions; neither guarantees rights beyond the attached chain of permission. Notify claims promptly, preserve evidence, pause disputed use where proportionate and cooperate in correction. Liability/indemnity, where agreed, follows the fault-based procedure and negotiated limits in the attached master; no worker is given an unlimited indemnity merely for appearing in a photograph. Withdrawal/termination rules specify future uses, reasonable takedown periods, existing lawful distributed copies, archival obligations and refunds of unused prepaid licence fees. Statutory privacy/withdrawal rights remain unaffected.

Rights schedule and approval

Rights holder/licensee legal details; exact asset IDs/links and ownership evidence; subject releases; permitted uses/territory/audience; term; attribution and edit approvals; fees/royalties and reporting; stock/vendor restrictions; AI prohibition/any separately agreed exception; takedown contact and timing; governing master/law/forum and signatures: [complete]. Public-chain storage of identifiable licensed material is not permitted by this template.

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]