

AGREEMENT FOR THE ASSIGNMENT OF COPYRIGHT RELATED RIGHTS
Nr. 96/22.11.2018

and

hereinafter referred to individually "Party" and jointly "Parties",
have concluded this agreement for the assignment of the copyrights and copyrights-related rights
(hereinafter referred to as "Agreement") under the conditions set out below:

Art. 1. Definitions

Unless otherwise provided by the context, the wording used in this agreement for the assignment of
the copyrights-related rights, shall have the following meaning:

"Artists" means the individuals who have executed the performance subject to the Production.

"Authors" means the individuals who have jointly created the Production.

"Agreement" means the provisions herein, acknowledged by the parties as having binding force
between them, as well as any addendum this agreement shall be supplemented by.

"Confidential Information" means any information, such as technical or commercial, oral, written,
electronic, magnetic, or stored in any other way, directly or indirectly related to the activities of
commercial nature or otherwise, past, present or future of one of the Parties or to the methodologies,
strategies or operational information disclosed to the other Party or obtained by it.

"Individual Performance" means the performance, the interpretation or the implementation of every
Performing Artist and all Artists collectively, as appropriate, of the Production, as defined hereinafter,
to the extent that such performance may be seen individually and separately from other
interpretations.

"Production" means the original work of intellectual creation represented by four different creations
that will be projected on the facade of the Palace of Justice from November 27 to December 2, 2018.

"Producer" means the Assignor in its capacity as producer of the Production (as "producer" is
defined by Law no. 8/1996 on copyrights and related rights), that obtained an exclusive assignment
of all patrimony rights of the author of the Production, for 1 years from the signing date of the
Agreement for the Territory, from the Performing Artists and the Authors, with all rights, permits,
licenses and other such necessary for the conclusion of this Agreement.

„Territory" means the whole country of Romania.

Art. 2. Subject matter of the agreement

2.1 The Assignor, in his capacity as Producer, undertakes to conceive, realize and ensure the
presentation in Bucharest of 4 artistic works consisting of 4 different creations designed for the
projection on the facade of the Palace of Justice, within the BUCHAREST 100, dedicated to the

Centenary. The event is organized by the City Hall of Bucharest through the EXPO ARTE CULTURAL CENTER, from 30 November to 2 December 2018.

2.2. The Assignor undertakes to unexclusively assign to the Assignee for a period of 1 year, throughout the Territory, the following rights related to the patrimony copyrights on the interpretation or execution of the Production by the Artists, on the Production in its entirety, and on any element thereof, that do not require any further authorization other than this Agreement.

- a) unexclusive patrimonial right to authorize the settling of the interpretation or production execution only between 27th November – 2nd of December 2018, in Bucharest;
- b) unexclusive patrimonial right to authorize the supply to the public of the interpretation or of the established execution of the so that it may be accessed in any place and at any chosen time, on an individual basis, by the public, this only in accord with the Assignor part.

All the follow rights are meaning only for promotion use, never for business use, other use will be contract between the part.

2.3. Also, the Assignor undertakes to unexclusively assign to the Assignee, all the related rights provided for under art. 2.2. on any Individual Performance of every Artist, to the extent that such performance can be taken out from that collective performance of the Production, all the provisions of this Agreement being fully enforceable to the Individual Performances of every Artist to the performance of the Production.

Art. 3. Assignor's remuneration

3.1. Assignee shall pay to the Assignor a total sum of **80.125 Euro (plus TVA)**, to be paid by bank transfer, in two installments, as follows:

- 50% - 40.063 Euro untill 26.11.2018;
- 50% - 40.062 Euro within maximum 15 days of the completion of the benefit (18.12.2018);

3.2. The payment of the due remuneration to the Assignor and the method established under art.3.1. shall be made by payment order into the Assignor's account:

IBAN: DE04100700240125080200

BIC: DEUTDE33HAN30

Bank: Deutsche Bank

Bank adress: _____

Art. 4. Term of the Agreement

4.1. This Agreement shall enter into force on the date of its signing and it shall be valid for a period of 1 year from the date of its signature by the Parties.

Art. 5. Warranties and responsibilities

5.1. Parties shall mutually represent that they are constituted and organized, operate and perform their obligations and carry out their duties in accordance with the legal provisions enforceable to them.

5.2. Assignor states and warranties that no written or verbal agreement, promise, or obligation previously contracted with third parties, do not preclude the conclusion and performance of this Agreement.

5.3. The Assignor states and warranties that he is the Producer of the Opera, that the persons who contributed to the Production are the Authors, where appropriate, both upon the conclusion hereunder as well as throughout it and that the Authors assigned exclusively to Assignor throughout the Territory and for a period at least equal to the term of this Agreement, all patrimonial copyrights or related rights each of the mentioned above benefit from, in order to achieve the subject matter of

this Agreement. The existence of the assignments mentioned herein, valid and concluded in compliance with the legal provisions, is an essential obligation of the Assignor.

5.4. During this Agreement, the Assignor undertakes not to engage in any activity, in any project or program that is or could be in conflict with the provisions of Law 8/1996 on copyrights and related rights.

5.5. The Assignee shall not be held responsible to third parties for the conflicts/disputes relating to copyrights, related rights or the originality of any of the Production elements made by the Producer by Authors and Artists, also including here the conflicts arising between them and third parties they are in contractual relations therewith. The Assignor releases of liability the Assignee and it shall be the sole responsible to cover any damages created by the execution in good faith of the Agreement by the Assignee.

5.6. In case the performance mentioned at pct. 2.1. won't be held as stipulated in this Agreement, exclusively due to the Assignor or from a cause dependent of the Assignor, the Assignor will pay back to the Assignee expenses incurred by him for making the show, according art. 3.1.

5.7. In case the performance won't be held as stipulated in this Agreement, exclusively due to the Assignor and/or it does not respect any of the obligations mentioned in this contract, the Assignor is obliged to return the advance earned and to pay 50% of the contract.

5.8. The infringement by either Party of the obligations assumed under this Agreement entitles the other Party to obtain compensations for the damage occurred.

6. Parties rights and duties

6.1. Assignor's rights and duties

6.1.1. The Assignor undertakes to realize the graphic content of a number of 4 different creations, designed for the projection on the facade of the Palace of Justice, respecting the theme and the instructions of the Assignee regarding the event;

6.1.2. The Assignor undertakes to provide the equipment necessary to carry out the projection on the facade of the Palace of Justice between November 27 and December 2, 2018, as follows:

- 5 static projectors,
- 5 slide changers;

6.1.3. The Assignor undertakes to deliver the graphic content at least one day before the start of the event;

6.1.4. The Assignor undertakes to provide the daily allowance for technical personnel;

6.1.5. The Assignor undertakes to make available a project manager from November 27 to December 2, 2018;

6.1.6. The Assignor undertakes to measure the spot projection geometry, on-site configuration, image computation, equalization, correction necessary to perform projections in optimum conditions;

6.1.7. The Assignor undertakes to provide the technical needs for the performance of artistic performances in optimal conditions;

6.1.8. The Assignor undertakes to pay all insurance related to the technical equipment;

6.1.9. The Assignor undertakes to ensure the transport of the necessary technical equipment at / from each location at the end of the event;

6.1.10. The Assignor undertakes to provide the airline tickets for the technical team, for the installation / supervision and dismantling of the technical equipment;

6.1.11. The Assignor is obliged to provide the certificate of tax residence assignee double taxation, not later than November 23rd 2018;

6.1.12. The Assignor is entitled to receive, under the conditions and within the time limits set by this Agreement, the due remuneration for the assignment of its related rights over the Opera.

6.1.13. The Assignor undertakes to fulfill all its obligations under this Agreement in good faith and with maximum professionalism, understanding the taking of all measures, without requiring the explicit specification thereof in the Agreement, which are inherent to the achieving of its goal and it

shall be liable in case by its deeds of by the deeds of the persons it represents, prejudices are generated to the Assignee.

6.1.14. The Assignor undertakes to refrain from any act or fact which could affect the Assignee's rights arising from this Agreement or by which it would prejudice the Assignee's, products or activities.

6.1.15. The Assignor takes care that the **Artists** are obliged to observe the technical rules for fire protection rules specific work activity, by training the participating artists on the line to protect the work, as well as the artists' obligation to assume full responsibility for work done in terms of safety, as well as for accidents arising during the show.

6.1.16. The Assignor undertakes to provide the necessary technical team mounting/dismounting, including for the functioning of the installation in optimal conditions, throughout the event;

6.2. Assignee's rights and duties

6.2.1. The Assignee undertakes to pay the amount due as remuneration to the deadline set under Article 3.1.

6.2.2. The Assignee undertakes to exploit the rights assigned under the conditions stipulated in this Agreement, and to fulfill all obligations with the utmost diligence.

6.2.3. The Assignee has the following rights: the right to exclusive use of the rights subject herein, in all modes of operation provided by art. 2, as well as the legislation in force regarding the copyrights and the related rights, observing the moral rights admitted by the Law for Artists;

6.2.4. In case of unfavorable weather conditions that could prevent the accomplishment of this contract, the Assignor has the right to cancel the performance of the work.

6.2.5. In the event of adverse weather conditions occurring during performance support, the Assignee reserves the right to adjust the Production. In this case, the Assignor is entitled to receive fees stipulated in Article 3.1;

6.2.6. If The Assignor shall not provide the assignee certificate referred to in paragraph 6.1.11 the income will be taken from the total amount of the contract paid to the assignor mentioned in art. 3.1, according to art. 224 of Lg. 227/2015 - Tax Code.

Art. 7. Confidentiality

7.1. The Assignor will treat as strictly confidential and shall use solely in the interest of the Assignee all Confidential Information relating there to, without limit of time, whether the information provided to it by the Assignee, or were obtained in any other way during the performance of the Agreement.

Art. 8. Termination of the Agreement

8.1. This Agreement terminates by reaching its due date, according to the provisions of Article 4 of the Agreement.

8.2. This Agreement may be terminated before reaching the due date provided by Article 4.1. by the following ways:

a) By the express written agreement of the Parties in an addendum hereto;

b) in case of Force Majeure, according to the Romanian Law. The parts are relieved from liability for defaults in the contract in the event of force majeure. Force majeure is any event or external cause, beyond the Parts, held accountable and can not be absolutely, provided, controlled or overcome by them, and lead to inadequate performance or failure or delay in the any Party to pay any of the obligations under this Contract. The part claiming force majeure is obliged to notify the other Part within 24 hours of the event and take all possible measures to limit it's consequences. If within 48 hours of production, the event does not finish, the parts entitled to full notice the finish of this contract without any of them to claim damages.,

Art. 9. Notifications

9.1 Any notice in connection with this Agreement shall be made in writing into English, and shall be sent by courier, registered letter with acknowledgment of receipt or fax with confirmation report, to the addresses in the preamble or to the Parties' registered office.

Art. 10. Applicable law and dispute settlement

10.1. The parts agreed that all disputes concerning the validity of this agreement or arising from the interpretation, execution or termination shall be resolved amicably by their representatives.

10.2 If they can not be solved amicably, the parties will address courts of Romania

Art. 11. Final provisions

11.1. Changing the terms of this Agreement shall not be admissible otherwise than with both Parties' consent expressed into writing in an addendum hereto.

11.2. This Agreement shall be supplemented with the provisions of the Romanian laws in force relating to situations which are not expressly provided herein.

The nullity of one of the provisions herein does not involve the nullity of the entire Agreement, except when the clause is considered substantial.

Agreed and signed by the parties today _____, in **3(three)** copies, all with original value, **2(two)** for Assignee and **1(one)** for the Assignor.

