



PINTOR Magdalena Kubik, ul. Kręta 6, 96-124 Krężce, POLAND

NIP: 8361738062; REGON: 362476512; VAT EU: PL8361738062; EORI PL836173806200000

CONTRACT OF COOPERATION

Concluded on by and between:

PINTOR Magdalena Kubik

and

Ul. Kręta 6

Ms./Mr.

96-124 Krężce, POLAND

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NIP: 8361738062

Represented by

hereinafter referred to as

Magdalena Kubik

Contractor

§ 1. Interpretation and Definitions

Confidential information – proprietary to PINTOR Magdalena Kubik Company and the Contractor and not generally known information including trade secrets, disclosure of which may caused PINTOR Magdalena Kubik Company and Contractor damage, by way of example: information concerning products, business processes, Cooperators, services, research, development, know-how, designs, formulas, production, purchasing, accounting, engineering, marketing, selling and supply, finance and business systems. All information which is disclosed to the both parties during the period of cooperation or to which parties have access in connection with cooperation and to witch parties of this Contract have a reasonable basis to believe is confidential, even if they were not clearly advised of this by PINTOR Magdalena Kubik Company and Contractor shall be regarded as Confidential Information in the meaning of this Contract.

Invention – means, under this Contract, works of authorship whether or not patentable, copyrightable, registrable which relate directly to the business of PINTOR Magdalena Kubik Company or the Contractor or which result from any work performed by PINTOR Magdalena Kubik Company or the Contractor for which equipment, supplies, facility or Confidential Information of PINTOR Madalena Kubik Company or the Contractor is used.

Performance of the invention – means, under this Contract, the business process of PINTOR Magdalena Kubik company of performing the invention provided by the Contractor in the form of the visual composition by its embedding in the frame being the invention of Magdalena Kubik and manufactured in PINTOR Magdalena Kubik company.

Selling process – means, under this Contract, the process of selling products of the PINTOR Magdalena Kubik Company in accordance with the PINTOR Magdalena Kubik Company's selling policy.

Billing/invoicing cycle – means under this Contract, the period of time within which all business events took place as the realization of the present Contract are settling and becoming the basis for the billing/invoicing. Under this Contract, every billing/invoicing cycle coincides with the calendar month.

Statement of billing/invoicing cycle settlement – means the statement being the basis for billing and contains the following data:

- Proofed amount of pieces of visual compositions embedded in the frame sold within the billing/invoicing cycle;
- Proofed amount of the costs concerning participation of the Contractor in the costs of returns (in accordance with the Contracts of Sell concluded between the PINTOR Magdalena Kubik Company and the Clients) of goods sold and other costs mentioned in the present Contract;
- Total amount of income of the Contractor.

§ 2. Effective date and Duration of the Contract.

The present Contract will become effective as of the year.

The parties have agreed upon a period of time which shall last for years from the date the present Contract becomes effective.

Termination of the Contract before the date of its expiring will be effective after realization of all orders concerning the subject of the present Contract received up to and including the day of its giving in a written form.

§ 3. The subject of the Contract.

The subject of the Contract concerns creation of the invention in the form of visual compositions by the Contractor within days starting from the date the present Contract becomes effective, and its inclusion into the business processes of PINTOR Magdalena Kubik company concerning defined in this Contract performance of the invention and selling process of the products by making it a part of the final product of PINTOR Magdalena Kubik company and its rights transfer on the areas of exploitation described in the present paragraph and paragraph 5 of the present Contract. After the acceptance of the work created under the present Contract the visual compositions being the subject of the present Contract will be attached to the present Contract.

Visual Composition details:

Collection consist ofvisual compositions titled prepare in digital form in a size of 150x160mm. Contractor as Author of the work will perform it in accordance with own vision and expression and under the present Contract conditions.

§ 4. Rights and responsibilities of the parties of the Contract.

The Contractor is responsible for the quality and the content of the invention provided in the digital form. The Contractor undertake to provide the subject of the Contract till the to the PINTOR Magdalena Kubik company.

The Contractor declares that as one creator of the provided invention possess all rights relating to the invention and that the invention was created without violation of the third party's rights and is not encumbered with third party's rights.

PINTOR Magdalena Kubik company is responsible for preparing the selling offer within 2 weeks starting from the day of the acceptance of the visual compositions provided by the Contractor.

PINTOR Magdalena Kubik company has right to not accept the invention created by the Contractor in the case the content is prohibited by policy of the selling process of the company or the law, for example the content promoting violence, defamatory or breaking personal rights or other rights of third parties taking into account the right for freedom of expression of the creator.

PINTOR Magdalena Kubik Company is responsible for the quality of the finished products contained the Invention, provided under the conditions of the present Contract by the Contractor, as its part in accordance with the realization of the defined in the present Contract business process of the performance of the invention provided by the Contractor of PINTOR Magdalena Kubik company under which every finished product has to meet the quality presented in the Offer of Selling prepared in accordance with the selling process policy of PINTOR Magdalena Kubik Company.

PINTOR Magdalena Kubik company is responsible for the collection of data and preparation of the statement of every billing/invoicing cycle settlement and its providing to the Contractor till the 2nd working day of the next billing/invoicing period.

Contractor is responsible for issuing the bill or invoice on the basis of Statement of Billing/Invoicing Cycle Settlement provided by PINTOR Magdalena Kubk company under the conditions defined in the present paragraph till the 5th working day of the next billing/invoicing period to the billing/invoicing period being settled.

Contractor has a right for claiming the data provided in Statement of Billing Cycle Settlement or receiving additional information concerning it.

PINTOR Magdalena Kubik company is responsible for making payment on the basis of the invoice/bill received under the conditions of the present Contract in the term of payment written on invoice or bill in accordance with the present Contract. The payment will be made by bank transfer to the bank account of the Contractor written on invoice or bill.

The parties of the present Contract agree to act and behave in such a way, during and outside of the cooperation as not to endanger or damage their reputations.

The parties will be liable to return a full value of intentionally caused damage.

§ 5. License/Transfer of the rights.

The Contractor grants the non-exclusive license to the PINTOR Magdalena Kubik company starting from the time of acceptance of the invention provided by the Contractor under the conditions of the

present Contract till the time of expiry of the present Contract in the range of using of the work defined in § 5 of the present Contract without territorial restrictions on the following areas of exploitation:

1. Printing techniques reproduction rights which covers all reproductions made in the process of realization of Clients' of PINTOR Magdalena Kubik company orders and distribution concerning the selling process of the products.
2. Placing the invention to the market as the part of the final product of the PINTOR Magdalena Kubik company.
3. Placing the invention as the part of the final product of the PINTOR Magdalena Kubik company at the company's website.
4. Placing in all sell and advertising channels according to the company's policy of sell.
5. Presents in all kind of the company's offers of sell according to the company's policy of sell.

The Contractor transfers the rights relating to the Invention provided by the Contractor under the conditions of the present Contract to the PINTOR Magdalena Kubik company on the following areas:

1. Printing techniques reproduction rights which covers all reproductions made in the process of realization of Clients' of PINTOR Magdalena Kubik company orders and distribution concerning the selling process of the products.
2. Placing the invention to the market as the part of the final product of the PINTOR Magdalena Kubik company.
3. Placing the invention as the part of the final product of the PINTOR Magdalena Kubik company at the company's website.
4. Placing in all sell and advertising channels according to the company's policy of sell.
5. Presents in all kind of the company's offers of sell according to the company's policy of sell.

§6. Remuneration.

The price of the visual composition provided by the Contractor consists of the following components:

1. Price of the visual composition: **USD**
2. License fee concerning transfer of rights: Percentages of the net price of the final product of PINTOR Magdalena Kubik company contained the invention being the subject of the present Contract according to Royalties pricing of the Polish Association of Visual Artists; XXIV table Usage of the Visual projects and its annual changes: net priceUSD*% (Royalty of a given year according to the pricing table: https://zpap.pl/zpap/index.php?option=com_content&view=article&id=99&Itemid=106&lang=pl)

PINTOR Magdalena Kubik company is obliged to calculate and collect taxes if needed. The Contractor is obliged to provide Certificate of the Residency on the call of the PINTOR Magdalena Kubik company in the case there is the Double Taxation Agreement between Poland and the Country of residence of the Contractor.

The payment will be made immediately after receiving the invoice or bill not later than at the 7th working day of every month.

§ 7. Costs of Returns and Offer preparation.

Contractor participates in the costs of returns concerning the invention in the range of the responsibilities of the Contractor.

In the case of the Contract termination after Offer preparation and zero Inventions sold the Contractor participate in the cost of the offer preparation concerning the products contained inventions provided by the Contractor.

§ 8. Secrecy Obligation.

Parties understand and agree that the conclusion of the present Contract creates a relationship of confidence and trust between PINTOR Magdalena Kubik company and the Contractor with respect to Confidential Information.

§ 9. Applicable law.

This Contract will be governed by the laws of Poland.

Any disputes arising from this Contract will be settled by the appropriate courts.

§ 10. Miscellaneous.

Any changes and/or amendments to this Contract will be valid only if made in writing.

The Contract of cooperation is made in four identical copies, two copies for each party, one copy in English and one copy in Polish. In case of any discrepancies between the Polish and English version the Polish version shall prevail.

The parties:

PINTOR Magdalena Kubik company

The Contractor

By: Magdalena Kubik

Owner

Kreżce,