

# License Agreement

This License Agreement (“**Agreement**”) is concluded today [●] by and between:

**INOVATIE ALIA SRL**, a company incorporated and existing under the laws of Romania, registered with the Trade Registry under no. J22/410/2016, sole registration number RO35663871 and having its headquarters located at 12 Păcurari Alley, room 4, block G2, staircase B, room 4, 2nd floor, apartment 10, Iași City, Iași County, Romania, duly represented by Patrășcoiu Ionuț, acting as administrator, hereinafter referred to as “**the Provider**”

and

[●], a company incorporated and existing under the laws of Romania, registered with the Trade Registry under no. [●], sole registration code [●], and having its headquarters located in [●], duly represented by [●], acting as [●], hereinafter referred to as “**the Partner**”

The Provider and the Partner are hereinafter referred to jointly as “**the Parties**” and individually as “**Party**”.

## RECITALS:

- (1) Whereas the Provider is the owner of all rights over the application available for download at: <https://play.google.com/store/apps/details?id=net.fameup.app> and in App Store („**FameUp App**”);
- (2) Whereas the Partner, by means of authorised personnel created a Business Account by using the FameUp App, as detailed in the General Terms and Conditions located at <https://fameup.net/terms.html> ;
- (3) Whereas the Partner, by means of authorised personnel created a collaboration with an influencer (“**Influencer**”) using the FameUp App;
- (4) Whereas the Provider allows the Partner to use the FameUp App for the purposes of facilitating the collaboration as described above, in accordance with the General Terms and Conditions, this Agreement and

any other App Documents, as such App Documents are defined in the General Terms and Conditions;

Therefore, the Parties agree as follows:

## **1. PARTNER'S AGREEMENT TO THE USE THE FAMEUP APP**

- 1.1. The Partner hereby agrees to use the FameUp App in accordance with the General Terms and Conditions, the provisions of this Agreement and, in exchange thereof, to pay the license fees as described below.
- 1.2. The Partner hereby agrees that, in order for a collaboration with an Influencer to function, certain information will have to be provided, such as the product or service desired to be promoted, the amount of times the influencer must post the product or service desired to be promoted, any specifics (settings, hashtags used, etc.) that the Influencer must take into account when posting the product or service desired to be promoted, the social media platform(s) used for posting purposes. A list of all relevant terms will be available in the FameUp App once the collaboration is created.
- 1.3. The Partner hereby agrees that the collaboration with an Influencer registered on the FameUp App shall, at all times, take place on the FameUp App. Any negotiation with respect to terms and/or fee charged by an Influencer registered on the FameUp App outside the FameUp App is strictly forbidden. Any attempt to the contrary may result in the Provider's decision to terminate this Agreement, your Business Account and/or access to the FameUp App.

## **2. FEES & PAYMENT TERMS**

### **2.1. FEES**

The Partner understands and accepts that the fees for using the FameUP App shall be a total amount consisting of:

- (i) the fee established for the content created by the Influencer, as agreed via the FameUp App and
- (ii) the FameUp license fee consisting of 35% of the Influencer's fee (collectively the License Fee).

VAT shall be applied to the above, in line with the relevant legal provisions.

## 2.2. INVOICING

For the items mentioned above, the Provider will issue an invoice in RON, through electronical means and in accordance with the provisions of the Law 227/2015 (Fiscal Code), as subsequently amended and supplemented, at the moment the collaboration with Influencer will be finalised, for the License Fee (to which VAT shall be applied).

Each issued invoice will contain also details related to the Influencers that accepted the invitation to collaborate.

## 2.3. INVOICE PAYMENT

The invoices issued for the amounts detailed above are due at the date of their issuance and the Partner has to make the proof – at the date of initiating the collaboration with the Influencers through the FameUp application – that it has available sufficient funds for covering the License Fee (plus VAT) for each collaboration.

## 3. PARTNER'S LIABILITY

3.1 The Partner shall indemnify the Provider for any damages caused to the latter by any breaches of this Agreement or the General Terms and Conditions.

3.2 The Partner represents and warrants that it/he/she is the sole responsible for the collaborations created with an Influencer. However, the Provider reserves the right to remove any communications posted by the Partner and considered by the Provider to be abusive, trolling, spam, or otherwise inappropriate.

## 4. PROVIDER'S LIABILITY

4.1 The Provider shall indemnify the Partner for any damages caused to the latter by any wilful breaches by the Provider of this Agreement and the General Terms and Conditions, provided that the Provider's aggregate liability towards the Partner shall be limited to the paid License Fees.

4.2 The Provider shall not be liable for any losses incurred by the Partner where the Provider has performed its duties and functions as such are set forth in this Agreement and the General Terms and Conditions. For the avoidance of the doubt and without prejudice to the previous provisions, the Partner understands that the Provider is not liable for the manner in which an influencer fulfils his/her obligations within a collaboration with the Partner.

## 5. INTELLECTUAL PROPERTY

5.1 In addition to the Intellectual Property related clauses included in the General Terms and Conditions, the Parties agree that the Provider assigns all Intellectual Property Rights, as these rights are defined in the General Terms and Conditions, which the Influencer assigned to the Provider regarding any content created by the Influencer as result of performing the content creation services for Partner including, without limitation the copyright over all works of authorship related to the collaboration with the Partner (the “**Works**”), as well as over other works of authorship which arise and/or may arise in the future from or in connection with the Works, to the Partner, for the entire duration of protection provided by law and with no territorial limitation (worldwide).

5.2 The total and exclusive assignment of all Intellectual Property Rights above shall include all manners (modalities) set forth by law for the use of the Works in any form and on any support, including any form or support which may be developed in the future and is not set forth on the conclusion date of the Agreement, including, without limitation to, the right to use the works of authorship for any purpose, to reproduce and communicate them to the public by any means and on any support, to create derivative works, to grant licenses for use, distribution or export over them and to assign them in whole or in part to any third party.

5.3 The price for the total, exclusive and unlimited assignment in the territory of all Intellectual Property Rights (“**Price of the Assignment**”) is included in the License Fee..

5.4 The Parties agree that the Price of the Assignment is fair in relation to the benefits obtained by the Partner under Articles 5.1 – 5.3 above.

5.5 The Partner hereby also grants to the Provider the limited right to use the Works exclusively in connection to the FameUp App, for the duration of the Agreement and on the territory of Romania.

## **6. TERMINATION**

6.1 The Provider may terminate this Agreement, and, consequently, access to the Business Account and/or access to the FameUp App by simple notice with an immediate effect, without any other judicial or extra judicial formality, if:

- the Provider deems that the Partner is abusing or modifying the FameUp App in any way and/or that you have violated this Agreement;
- the Partner negotiates with an Influencer registered on the FameUp App terms or payments outside the FameUp App;
- the Provider is required to do so by law or following an authority's decision or because the provider ceases to provide access to the FameUp App for any reasons; or
- the Provider deems that providing the access to the FameUp App is no longer commercially viable.

## **7. NOTICES**

7.1 The Provider may provide the Partner with notices by email, regular mail, courier or postings in the FameUp App.

## **8. SURVIVAL**

8.1 When this Agreement is terminated, irrespective of the reason thereof, all of the legal rights, obligations and liabilities that the Provider and the Partner have benefited from, been subject to (or which have accrued over time whilst this Agreement has been in force) or which are expressed to continue after such termination, shall be unaffected by this cessation unless otherwise provided by this Agreement.

## **9. FORCE MAJEURE**

9.1 Parties shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred as a result of any case of force majeure, as provided by the governing law of this Agreement.

## **10. CONFIDENTIALITY**

10.1 The Partner will keep in confidence all confidential information received from the Provider within the performance of this Agreement and shall use

such confidential information only for the purposes of the performance of this Agreement.

## **11. ASSIGNMENT**

11.1 The Provider may assign our rights and/or obligations under this Agreement without your prior consent to a credible provider of similar services.

## **12. NO PARTNERSHIP OR AGENCY**

12.1 The Agreement shall not be construed so as to create a partnership or joint venture between the Parties.

## **13. NO WAIVER**

13.1 In the event that either Party fail to exercise any right or remedy contained in this Agreement, that does not mean the Party have waived that right or remedy.

## **14. SEVERABILITY**

14.1 If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

## **15. ENTIRE AGREEMENT**

15.1 This Agreement, together with the General Terms and Conditions, represents the entire agreement between the Parties and replaces all previous agreements and understandings between the Parties with respect to the matters set forth herein. To the extent that there is any conflict between this Agreement and the General Terms and Conditions, this Agreement shall prevail.

## **16. FURTHER ASSURANCES**

16.1 Each Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

## **17. GOVERNING LAW AND DISPUTES**

17.1 This Agreement shall be governed by and construed in accordance with the laws of Romania without regard to its conflict of law rules.

17.2 Any dispute in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts from the Provider's headquarters.

## **18. COUNTERPARTS; FACSIMILE; ELECTRONIC DOCUMENT MACHINE**

18.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement and each other agreement or instrument entered into in connection with or contemplated by it, to the extent signed and delivered by means of a facsimile machine or electronic document machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile or electronic document machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile or electronic document machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Each Party is entering into this Agreement in its own name and on its own behalf on the basis of its own analysis (or, where applicable, supported by its advisors) and fully understands and agrees to its rights and obligations (including the risks associated therewith) under this Agreement and the General Terms and Conditions and App Documents. Each clause of this Agreement has been carefully read and negotiated (if and as deemed relevant by each Party) in order to be fully acceptable to the respective Party and each clause of this Agreement, including, without limitation, each clause in relation to (a) limitation of liability, (b) termination of this Agreement, (c) suspension of the performance of its obligations by a Party (d) loss of rights or loss of the benefit of any term, (e) limitation of the right to invoke any exceptions, (f) limitation of the freedom to contract with other persons, (g) choice of applicable law and choice of competent courts, is hereby expressly agreed and accepted by each Party.