

AGREEMENT

For granting the copyright over photographic works

Today between:

PHOTO PRO Ltd. UIN 200396110 with company address: 1612 Sofia, 31 Gotse Delchev Blvd. bl.76, called hereinafter PHOTO PRO

and (customer details)
called hereinafter USER OF CONTENT

Took into consideration that

PHOTO PRO is the owner of the website www.photobeluga.com called hereinafter WEBSITE;

PHOTO PRO has exclusive rights, including the right to sublet for use by third parties the images displayed / uploaded in the WEBSITE called hereinafter CONTENT

The CONTENT and the accompanying description, hereinafter called Descriptive information don't include intellectual and industrial property, personal rights or other third parties rights which would conflict with the terms of this contract and the accompanying content

Descriptive information is not abusive and does not harm the reputation of third parties in any way;

PHOTO PRO has a written declaration of the persons whose recognizable images appear in the content and the owners of architectural objects whose images appear in recognizable content that the latter can be used for purposes not prohibited by law.

As far as PHOTO PRO is aware the files on this WEBSITE do not contain locking mechanism or protection designed to prevent the use or copying in the manner described in this agreement and all content is free from any viruses, worms, or other locking mechanisms or devices that can be used to alter, delete, block or damage the hardware or computer system of the User of Content.

The User of Content wants to use the Content or parts of it in original or processed form for illustrations for printed works, including periodicals, for the design of book covers, CD/DVD covers, preparation of promotional materials, including advertising design, promotional campaigns, design of websites or other web and digital projects and any other project, allowed by the applicable law.

have agreed as follows:

II. OBJECT OF THE AGREEMENT

Art. 1. (1) PHOTO PRO transfers to the user of content the following rights on the specific content, chosen by the user:

1. to use the Content or parts of it, including the right to process it and / or involve content or parts of it in derivative works or other subject of copyright, including audiovisual works, creation of promotional materials and works for advertising purposes;
2. to re-created promotional materials (such as brochures, banners, billboards, etc.. types of outdoor advertising, bags and more. packages, cards, calendars, catalogs, brochures, guides, websites, audio and video, covers and illustrations for CDs, books, catalogs and periodicals, television and theater performances, showcases and Web sites and more such materials and works for advertising purposes) consisting of or incorporating the content in its original or processed form.
3. to distribute without restriction of circulation and the number of spots the created promotional materials and works consisting of or incorporating the content in its original or processed form (brochures, banners, billboards, etc.. types of outdoor advertising, bags and more. packages, cards, calendars , catalogs, brochures, guides, websites, audio and video, covers and illustrations for CDs, books, catalogs and periodicals, television shows, design Web sites and others. such materials and works for advertising purposes).
4. to publicly display the works created for advertising, consisting of or incorporating the content in its original or processed form (design showcases, theater and more. similar performances for advertising purposes)

for which the User of Content shall pay PHOTO PRO adequate remuneration in the form of credits purchased by him through the WEBSITE in advance.

(2) The rights granted under paragraph 1 are not subject to territorial restrictions and are not limited on the period within which to start being used;

(3) The rights granted under par. 1, items 1 and 2 are non-transferable rights, but conceded in para. 1, 3 and item 4 rights may be transferable to third parties;

(4) Conditions concerning the exclusivity of rights granted under paragraph 1 and the deadline for their assignment are referred to any specific content.

(5) In cases of mutual interest both sides can agree on other than the proposed terms of use of specific content;

(6) the selection and the download of content is done online using an unique username and password, provided by PHOTO PRO

II. REMUNERATION AND PAYMENT METHODS

Art. 2. (1). The remuneration under Art. 1 is in the form of credits, depends on the image size and the scope of the copyrights and is specified for any particular content.

(2) The User of content purchases in advance packs of credits from PHOTO PRO, which are activated in his individual account. When rights for a selected content are purchased, the credits in the individual account of the User are decreased by a number, corresponding to the price in credits, which is declared on the WEBSITE for this specific content.

III. COMMENCEMENT AND DURATION OF THE CONTRACT. TERMINATION

Art. 3 (1). This contract is indefinite and shall enter into force upon agreement by the User, expressed by a click in the specified checkbox on the WEBSITE.

(2) With respect to any particular content the contract takes effect from the date of extraction of the specified number of credits for the assigned rights under Article 1 for this specific content.

Art. 4 (1). This contract may be terminated by either party within 30 days by written notice.
(2) rights for which the term of art. 1, para. 2, item 2 has not expired, continue to apply until the expiration of which is ceded.

(3) Upon termination of the contract under Art. 4 (1) till the 15th of next month PHOTO PRO transfers to the bank of the User of content the money equivalent of the credits, remaining in his individual account upon termination

Article 5. The contract can be terminated unilaterally and without notice by PHOTO PRO if content is used in a manner and for purposes other than agreed in the art.1.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 6. (1) PHOTO PRO shall:

1. offer only content on which has exclusive rights including and the right to sublet for use by third parties;
2. provide the User of Content undisturbed use of ceded art. 1 rights.
3. Immediately notify the User of Content in case that third parties has brought claims of copyright or other rights to the content.
4. To assist the User of Content in any way in dismissing the claims of third parties for copyright or other rights to the content.
5. To reimburse the User of Content for any damages, including awards and benefits and costs resulting from infringement of copyrights and other rights of third parties on the contents.
6. To provide the User of Content the possibility of online access to information about the availability of credits in her/his account;
7. To provide online access to information on shared rights to the content.
8. To consider actions committed under the provided to the User username and password as acts committed by the User of Content.

(2) PHOTO PRO has the right:

1. To receive payment for ceded rights to the content in the agreed time and according to Art. 2;
2. To remove any Content in its sole discretion from the Site, and at its discretion to change the terms of assignment of rights to the content.

Article 7 (1). User of Content shall:

1. pay remuneration to PHOTO PRO for the rights granted under Art.2 of this contract;
2. not to use the ceded rights under this contract for purposes other than those specified in Art. 1, including not to use them:
 - For the development of logos and brands, product design and packaging, logos and other materials with long-term use;
 - For the production of items that do not serve as advertising materials, but are being sold, with the exception of covers and illustrations for books and CD/DVD/BluRay covers;
 - For the production of images that are downloaded for free or for a fee over the Internet - electronic greeting cards, wallpapers, screensavers, templates for presentations and other software applications;
 - For any resale of the image or its derivatives, i.e. generated secondary images, which include the original image in a recognizable form;
 - For applications of design templates for resale, including online as templates for websites, Flash templates, business cards templates, templates of electronic greeting cards and templates for the design of brochures, etc..;
 - For posters (printed on paper, canvas or other media) or other items for resale, licensing or other distribution for profit
 - To create any products that lead to the re-distribution or repeated use of content (such as

Web sites for electronic greeting cards, web templates and other related) or to provide it in a way that allows content to be extracted available for reproduction or as an electronic file;

- The websites and other resources intended to or likely to engage in the sale, licensing or other distribution of products "on demand", including postcards, mugs, t-shirts, posters or other objects (this includes websites for making own design, such as www.cafepress.com)

3. Do not use ceded under this contract rights in a way that is considered by Photo Pro (reasonably) or by applicable law for pornographic, obscene, immoral, invasive of another's rights, abusive or humiliating or which could cause damage to reputation of persons or property reflected in the content.

4. Do not use or display Content that depicts a model or person in such a way that (i) make a reasonable person consider that the model or the person uses or advertises any business, product, service, cause, association or other venture or (ii) that depicts the model in question or face a potentially delicate situation, including but not limited to issues related to mental and physical health, social issues, sexual or implied sexual activity or preferences, abuse of drugs, crime, physical or mental abuse or other, which may be offensive or unpleasant for all parties as reflected in the content.

5. Do not remove text indicating copyright, industrial property rights or other rights of any place on or embedded in content.

6. Do not provide a copy of the contents on a network server or web server for use by other users of a network.

7. Do not use or display content in an electronic format that allows it to be removed or distribute on mobile devices or shared in a peer-to-peer or similar systems for sharing files.

8. To use the Content for editorial purposes only in case the following reference source: "© photobeluga.com" is included in the article

(2) The User of content has the right:

1. To obtain a username and password to access the platform for downloading content from the WEBSITE and his individual account;

2. To receive online access to current information on the Site of ceding its rights to the content and number of credits in your account.

V. RESPONSIBILITY

8 (1). The user of Content is liable for any access or use of the platform / section of the site for downloading content and for accessing her/his individual account via her/his username and password.

8 (2). The user of content is responsible for any use of content, downloaded from the site via her/his username and password.

(3). The user of Content is liable for all damages, including awards and benefits and costs resulting from infringement of copyrights and other rights of third parties on the contents, provided that by her/his actions and / or omission this violation is made.

9. (1) PHOTO PRO is liable for all damages the user of Content has suffered, including by the awarded damages and costs resulting from infringement of copyrights and other rights of third parties on the content provided that PHOTO PRO actions and / or omission has lead to this violation.

10. In the event that any party to this Contract was harmed as a result of actions of the counterparty due to the reasons for which it is responsible, the guilty party shall owe compensation of damage suffered.

11. The parties should be exempt from liability for infringement arising from the contract when it is due to circumstances beyond their control (force majeure) for the duration of their action. In this case, the party who relies on such circumstances shall notify the other in the

shortest possible time by presenting valid evidence.

VI. PENALTIES

12. For breach of its obligations under Art. 6 (1), p.1 PHOTO PRO owes to the user of Content a penalty of 2,000 euros for each case. Payment of the penalty does not preclude compensation for damages in a larger size.

13. If PHOTO PRO gives third parties rights to Content that is granted the exclusive rights to the User of Content under this contract, PHOTO PRO unconditionally and irrevocably undertakes, upon request by the user of the content to pay him damages in the amount of 2,000 euros for each case of infringement. The payment of the penalty does not preclude seeking damages in a larger size.

14. In case of failing to fulfill its obligations under Art. 6 (1), 2, 3,4,5,7,8 the User of Content owes PHOTO PRO a penalty of 2,000 euros for each case. Payment of the penalty does not preclude compensation for damages in a larger size.

VI. OTHER PROVISIONS

Art. 15. This contract has been prepared in accordance with and governed by the laws of the Republic of Bulgaria.

Art. 16. The contract may be amended and / or supplemented only by written agreement of both parties.

Art. 17. All protocols, updates and future additional agreements to this contract are an integral part thereof.

Art. 18. The invalidity of any provision of the contract or agreed to additional conditions does not lead to invalidity of any other clause or contract as a whole.

Art. 19. The Contracting Parties undertake to respect the confidentiality of information acquired knowledge during or in connection with carrying out the subject of this contract, except in cases of publicly known facts, information from the public or the express consent of the other party.

Art. 20. The Parties shall seek to resolve by agreement any disputes regarding the existence and operation of this contract or in connection with it or the breach, including disputes concerning its interpretation, invalidity, performance or termination, but in the absence of agreement will refer the dispute for resolution by the competent court in Bulgaria under the legislation in force.

This Contract is executed in two identical copies (one for each side) and signed and sealed as follows:

FOR PHOTO PRO:

FOR THE USER OF CONTENT: