APPROVE
FOUNDER OF A CHARITY FOUNDATION
SOCIAL SUPPORT
"MY EQUATOR"

/Sukhinin A.V./

November 28, 2022

License agreement on granting an exclusive license to copyright works, submitted for participation in the creative competition "Golden Turtle"

hereinafter referred to as the "Licensor", on the one hand, and the Charitable Foundation for Social Support "MY EQUATOR", hereinafter referred to as the "Licensee", represented by on the other hand, jointly referred to as the "Parties", have concluded this License Agreement (hereinafter referred to as the Agreement) about the following:

1. Terms and their definitions used in this Agreement:

- 1.1. The "Golden Turtle" Creative Contest (hereinafter referred to as the "Contest") competition of authors in the field of photography, art, design and video production.
- 1.2. The "Golden Turtle" Festival an educational and entertaining event, held after the completion of the Contest by the Contest Organizers.
 - 1.3. Contest Rules the Contest rules published on the Contest website www.wncontest.ru.
- 1.4. The Licensor is a participant in the Creative Contest, an author who has submitted his/her work to participate in the Contest.
- 1.5. The licensee is the trademark owner of the Golden Turtle Creative Competition, the organizer of the Golden Turtle Creative Competition, exhibitions and all objects and events related to this name the MY EQUATOR Charitable Social Support Fund.
- 1.6. Work a piece of creative artwork (photography, object of art, design and video production), provided for participation in the Contest.

2. Subject of the Agreement

- 2.1. The Licensor grants the Licensee the right to use the Works free of charge and on the terms set forth in this Agreement.
- 2.2 The license granted to the Licensee under this Agreement is exclusive. The Licensor may not grant licenses to use the Works to others.
 - 2.3 The License is issued for the duration of the Licensor's exclusive right to the Works.
 - 2.4 Under this Agreement, the use of the Works by the Licensee is allowed on the territory of

3. The rights and obligations of the Parties

- 3.1. The Licensee is granted the right to use the Works in the following ways:
- 3.1.1. Submit the Works in printed or digital form for evaluation by the Contest Jury.
- 3.1.2. Place the Works in any section of the sites under the trademark "Golden Turtle" and in official groups in social networks.
- 3.1.3. Use the Works to inform the public about the Contest and its results, as well as to advertise the Festival and the Contest, including in printed materials, on the Internet, on television, in electronic form, as well as in any other way not prohibited the legislation of the Russian Federation.
- 3.1.4. To publicly show the Works, that is, to demonstrate in any way the original, copy or copy of the Work directly, or on the screen using a film, transparencies, television frame or other technical means.

- 3.1.5. Publicly perform the Works, that is, present them in a live performance using technical means (television and other technical means).
 - 3.1.6. Broadcast, that is, communicate the Works to the public on television, including via cable.
- 3.1.7. Reproduce the Works, that is, make copies of the Works or their parts (without limitation on the number of copies) in any material form, including in the form of a video recording, in particular, reproduce the Works or their parts in a typographical (printed) way, including, but not limited to, for printing in books, photo albums, magazines, booklets, in the form of calendars, postcards, promotional materials, posters, posters, prints, souvenirs and other printing materials; to produce souvenir materials using the Works, as well as to record the Works on electronic media, including recording in the computer memory.
- 3.1.8. Distribute Works and specified in clause 3.1.7. of this Agreement to reproduce the Works in any material form by selling or otherwise alienating them in retail bookstores and other stores, online stores, as well as at any public events (exhibitions, concerts, festivals, charity events, etc.), distribute the Works as part of another works.
 - 3.1.9. Carry out processing of Works.
- 3.1.10. Use the Works for holding specialized events dedicated to the promotion of the Contest and the Festival, and for charitable purposes, corresponding to the statutory activities of the Licensee.
- 3.2. The Licensee undertakes to indicate the name of the Licensor when using his Works in any form in order to comply with the legislation of the Russian Federation regarding copyright.
 - 3.3. Licensee is not required to submit reports on the use of the Works to Licensor.
- 3.4. The listing in this Agreement of the rights transferred under it does not detract from other rights of the Licensee, which are not directly named, but are implied based on the essence of the use of the Works.
- 3.5. The Licensor is not entitled to use the Works in the ways and to the extent that the right to use the Works is granted to the Licensee under this Agreement.
- 3.6. During the term of this Agreement, the Licensor is obliged to refrain from any actions that could hinder the Licensee from exercising the right granted to him to use the Works within the limits established by the Agreement.

4. Guarantees

- 4.1. The Licensee guarantees that the funds received from the use of the Works under the terms of this Agreement will be directed to charitable purposes corresponding to the statutory goals of the Licensee's activities (including the promotion of the protection of motherhood, childhood and paternity; the provision of material and other assistance to children with various types of diseases; assistance in strengthening the prestige and role of the family in society, etc.), minus the costs associated with the organization and holding of the Competition and the Festival.
 - 4.2. The Licensor warrants that:
 - 4.2.1 he is the legal owner of the Works;
- 4.2.2. at the time of signing this Agreement, he is not aware of the rights of third parties that may be violated by granting an exclusive license for the Works under this Agreement;
- 4.2.3. at the time of signing this Agreement, the exclusive right to the Works has not been alienated, pledged, or granted under license agreements to other persons;
- 4.2.4. at the time of signing this Agreement, the rights of the Licensor are not challenged in court or in any other legal way
- 4.3. The Licensor is aware of and agrees that the Licensee does not pay him any remuneration for granting an exclusive license to use the Works.

5. Responsibility of the Parties

For non-fulfillment or improper fulfillment by the Parties of the obligations assumed in accordance with this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

6. Other conditions

- 6.1. This Agreement is valid from the date of its signing by the Parties and for the period specified in clause 2.3 of this Agreement.
- 6.2. In everything that is not stipulated in this Agreement, the Parties are guided by the current legislation of the Russian Federation.