

EDUCAȚIONAL PARTNERSHIP PROTOCOL

Chapter I. PARTIES

Art.1.1. Centrul de Proiecte Educaționale și Sportive București PROEDUS, Romanian legal entity, with the social headquarters in Bulevardul Decebal nr. 11, Bl. S14, Sector 3, Fiscal code 26597213, Bank account [REDACTED] as Director of [REDACTED] Sectorului 5, represented by [REDACTED] hereinafter referred to as PROEDUS;

Art.1.2 . Da Vinci Media GmbH, with the headquarters in Berlin, Mehringdamm 55, 10961 represented by [REDACTED] as General Manager, hereinafter referred to as PARTNER

PROEDUS and the PARTNER, hereinafter referred to as the Parties, have agreed as follows:

Chapter II. PURPOSE AND OBJECT OF THE PROTOCOL

Art.2.1 The purpose of this partnership protocol is the association of the two partners by establishing an agreement on cooperation in achieving the common goal of transmitting educational information that benefits the students enrolled in schools and the target audience of the Proedus projects, respective students, teachers and parents.

Art.2.2. The two parties involved in this partnership protocol aim to promote and broadcast the educational programs of interest to the target audience (students, teachers, parents) according to Annex 1 - an integral part of this educational partnership -, respectively, the provision of-free subscriptions for a period of 1 month, within the Da Vinci Kids platform - Pleasant Learning, which the beneficiary can use for personal activities.

Art.2.3. All materials related to this educational partnership, in particular, but not limited to, presentation folders, plans, brochures, magazines, flyers, other commercial materials, photographic or video films will remain the property of the party that made them.

Chapter III. DURATION OF THE PROTOCOL

Art.3.1 This educational partnership protocol enters into force on the date of signing and is valid until 31.12.2021.

Art.3.2. In carrying out this PROTOCOL, the representatives of PROEDUS, in relation to the PARTNER will be:

[REDACTED] - Partnerships and Funding Service:

- E-mail: [REDACTED]
- Correspondence address: Bulevardul Decebal, nr.11, sector 3, Bucharest.
- Phone: + [REDACTED]

The appointment of other contact persons or the modification of any of their contact data will be communicated to the PARTNER in due time.

Art.3.3 In carrying out this PROTOCOL, the PARTNER's representatives in relation to PROEDUS will be:

██████████ – Country Manager

- E-mail: ██████████
- Correspondence address: Da Vinci Media GmbH, Berlin, Mehringdamm 55, 10961
- Phone: ██████████

The appointment of other contact persons or the modification of any of their contact data will be communicated to the PROEDUS in due time.

Art.3.4. In the event that, the opportunity and necessity of continuing the association will result from the evaluation of the collaboration between the two parties, the parties may decide to extend this partnership protocol by an additional act.

Chapter IV OBLIGATIONS OF THE PARTIES

Art 4.1. The PARTIES have the obligation not to intervene on the content of the materials provided to each other, excepting the situations that are subject to compliance with the legal provisions in force.

Art 4.2. The PARTNER declares and guarantees that it is the sole owner of all intellectual property rights over the materials and trademarks used in the execution of this PROTOCOL. In the event of their unauthorized use, it is directly liable for any damage caused to PROEDUS.

Art 4.3. PROEDUS declares and guarantees that it is the sole owner of all intellectual property rights in the materials and trademarks used in the execution of this PROTOCOL. In the event of their unauthorized use, it is directly liable for any damage caused to the PARTNER.

Article 4.4. The PARTIES engage themselves to make available to each other all information, materials and / or documents necessary to fulfill the purpose of this PROTOCOL and to promote in good faith the image of the two Parties and their trade marks.

Article 4.5. The PARTIES engage themselves to maintain, throughout the collaboration protocol and for another 2 years after its conclusion, the confidentiality of the data, information and documents that they will use as a result of the execution of this contract.

Article 4.6. The parties have the obligation to make mutual exchanges of links/ logos/ visual concepts/ slogans on their web pages.

4.7. OBLIGATIONS OF PROEDUS

PROEDUS has the obligation:

- a) to allow access to the information necessary for a good development of the collaboration in order to implement this partnership;
- b) to support the promotion and broadcasting of the educational programs and to upload the episodes provided by the PARTNER, free of charge, during the projects implemented by PROEDUS
- c) to make available to the PARTNER the video screens, free of charge.
- d) to allow the distribution of the PARTNER's informative materials inside the space of the projects.
- e) to prevent and combat operatively the eventual attitudes manifested by PROEDUS employees or other collaborators, likely to damage the image and credibility of the two partners engaged in good faith in the present collaboration.
- f) to comply with the provisions of European Regulation No. 679/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC.

g) to allow the PARTNER to promote the educational application *Da Vinci Kids* within Afi Hub Proedus, through specific marketing methods (leaflets, audio-video promotions, distribution of free access codes for the application) including the sale of the application.

4.8. OBLIGATIONS OF THE PARTNER:

The PARTNER has the obligation:

- a) to allow access to the information necessary for a good development of the collaboration in order to implement this partnership;
- b) to broadcast the educational programs, translated in romanian language, free of charge.
- c) to be liable for the content of the information given to PROEDUS for broadcasting and to cover all claims (including copyright/ related rights, sanctions of CNA or other self-regulatory bodies) that may be requested by third parties for advertising materials provided by the PARTNER or its subcontractors dissemination on websites/ TV screens;
- d) to prevent and operatively combat any attitudes expressed by PARTNER employees or other collaborators, likely to damage the image and credibility of the two partners engaged in good faith in this collaboration.
- e) to comply with the provisions of European Regulation No. 679/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC.

Chapter V. RIGHTS OF THE PARTIES

Art.5.1 Each of the PARTIES to this Protocol shall be entitled to the rights relating to its partner's obligations.

Art.5.2 The PARTIES have the right to refuse the broadcasting/ publication of the materials made available to each other, if it is found that they do not comply with the rules in force.

Art.5.3 The PARTIES shall inform each other of any irregularities which may arise in the application of the provisions of this Protocol.

CHAPTER VI. PROEDUS RIGHTS

PROEDUS has the right:

Art.6.1. To hold the patrimonial rights and the related rights deriving from the performance of the persons involved in the production of the different informative/ promotional materials, for all their uses and exploitations, used exclusively for educational, non-commercial purposes.

Art.6.2. The rights of PROEDUS are constituted in obligations of the PARTNER, respectively the obligations of PROEDUS are constituted in rights of the PARTNER.

CHAPTER VII. PARTNER'S RIGHTS

The PARTNER has the right:

Art.7.1. To hold the patrimonial rights and related rights deriving from the performance of the persons involved in the production of video/ informative/ promotional materials, for all their uses and exploitations, used exclusively for educational, non-commercial purposes.

Art.7.2. The rights of the PARTNER are constituted in obligations of PROEDUS, respectively the obligations of the PARTNER are constituted in rights of PROEDUS

Chapter VIII. TERMINATION OF THE PROTOCOL

Art.8.1. This protocol shall terminate automatically, without the need for any court to intervene, if either party:

- a) Does not perform one of the obligations listed in CHAPTER IV. of this protocol.
- b) Is declared insolvent or bankrupt, or initiates liquidation proceedings before the beginning of this protocol;
- c) Assign its rights and obligations under this protocol without the consent of the other party;
- d) Breaches any of its obligations after being warned by the other party that a new breach of them will result in the termination of the protocol.

Art.8.2. The party invoking the termination of this protocol shall notify the other party of its termination at least 5 days before the date on which it is due to take effect.

Art.8.3. Termination of the Protocol shall have no effect on the obligations already due between the parties.

Art.8.4. The provisions of this chapter do not exclude the liability of the party who culpably caused the termination of the protocol.

Chapter IX. FORCE MAJEURE

Art.9.1. No party shall be liable for the failure to fulfill in due time and/ or the total or partial improper performance of any obligation under this protocol if the non-execution or improper performance of that obligation was caused by force majeure, as it is defined by law.

Art.9.2. The party invoking force majeure is obliged to notify the other party, within a maximum of 24 hours, of the occurrence of the event and to take all possible measures in order to limit its consequences.

Art.9.3. If, within 48 hours of such occurrence, the event does not cease, the parties shall have the right to notify the full termination of this Protocol without any claim for damages.

Chapter X. NOTIFICATIONS

Art.10.1. According to the parties, any notification addressed by one of them to the other shall be validly fulfilled if it is sent to the address/ headquarters provided for in the introductory part of this protocol.

Art.10.2. If the notification is made by post, it will be sent, by registered letter, with acknowledgment of receipt (A.R.) and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.

Art.10.3. If the notification is sent by telex or telefax, it shall be deemed to have been received on the first working day following the day it was sent.

Art.10.4. Verbal notifications shall not be taken into account by either party, unless they are confirmed by one of the means provided for in the preceding paragraphs.

Chapter XI. LIABILITY

Art.11.1. Each party is liable to the other for damages caused by its own fault;

Art.11.2. PROEDUS is entitled to claim from the competent courts to oblige the PARTNER to pay compensation for damages caused by the non-compliance with the clauses set out in this protocol.

Art.11.3. The PARTNER is entitled to claim from the competent courts to oblige PROEDUS to pay compensation for the damage caused by the non-compliance with the clauses set out in this protocol.

Chapter XII. DISPUTES

Art.12.1. The parties agree that any dispute over the validity of this protocol or resulting from its interpretation, execution or termination shall be settled amicably by their representatives.

Art.12.2. If the settlement of disputes is not possible amicably, the parties will address the competent courts in Romania.

Chapter XIII. FINAL PROVISIONS

Art.13.1. The amendment of this protocol shall be made only by an additional act concluded between the signatory parties

Art.13.2. This partnership protocol does not give the signatory parties the right to engage the other party in trade activities without informing and without the written consent of the latter.

Art.13.3. This partnership protocol is also the basis for subsequent technical or contractual arrangements to achieve the purpose agreed by the parties. All costs will be borne by the party that incurred them.

Art.13.4 The parties to this protocol may also collaborate with other institutions (public, private or media) in order to support and implement future projects;

Art.13.5. This protocol has been concluded in a number of 2 copies, both with original value, one for each party, today _____, the date of its signing.

PROEDUS

Director /

Da Vinci Media GmbH

Approved,
Deputy Director

Approved,
Legal Adviser

Approved,
Head of Partnerships and Funding Service

Elaborated,
Partnership and Granting Service Advisor