

StreamETH productions

Calle Ramonet n5
1a Madrid, España
(34) 678340163

Proposal - FTC Berlin

Date: 4/08/2023

Billing information:

Beneficiary's name

Beneficiary's address

Description	Quantity (days)	Price	Total Price
AV operator	1	750,00 €	750,00 €
AV operator	1	750,00 €	750,00 €
Production lead - Pre event planing, event execution	1	3.500,00 €	3.500,00 €
Post production - Animation, editing & audio leveling	1	600,00 €	600,00 €
Video eqiupment	1	4.500,00 €	4.500,00 €

Note: Expenses not inculded in price. Expenses will cover transportation and housing.

Subtotal 10.100,00 €
Tax (21%) 0,00 €

10.100,00 €

Our [General Terms and Conditions](#) apply to all our products and services

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made as of August 7, 2023 (the "Effective Date"), between Protocol Labs, Inc, a Delaware corporation ("Protocol Labs"), and StreamETH Productions ("Consultant," "you," or "your").

1. **Projects.** This Agreement governs services for creating the Deliverables ("Deliverables") described in the SOW attached as Exhibit A (the "SOW") and any subsequent SOWs signed by both parties. In consideration of the fees set forth in Exhibit A, you agree to complete the Deliverables on the agreed schedule and to the same high standards of quality you have achieved in your past work and to abide by the terms of this Agreement.

2. **Payment.** Protocol Labs will facilitate your work by paying you the fees set forth in Exhibit A, according to the payment schedule set forth in Exhibit A. Any expenses you incur will be your responsibility unless otherwise agreed by Protocol Labs in writing.

3. **Intellectual Property.**

3.1. **Work for Hire.** Consultant expressly acknowledges and agrees that any work prepared by Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the Protocol Labs unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, Consultant hereby assigns to Protocol Labs all of its rights, title and interest in and to such work.

3.2. **Protocol Labs' Materials.** Protocol Labs is the owner or assignee of all rights, title, and interest in numerous names, logos, and trademarks that have come to be associated exclusively with Protocol Labs, including but not limited to the PROTOCOL LABS, IPFS, and FILECOIN word marks, names, and logos (the "Protocol Labs Marks") for use in connection with a peer to-peer hypermedia protocol and distributed file system that seeks to connect all computing devices with the same system of files to make the web faster, safer, and more open. Nothing in this Agreement shall be construed as an assignment to Consultant of any such right, title, or interest. Consultant further agrees not to register or attempt to register, in any jurisdiction, the Protocol Labs Marks or colorably similar variations.

3.3. **Limited License for Portfolio.** Protocol Labs grants to Consultant, and Consultant hereby accepts a non-exclusive, non-transferable, revocable, non-sublicensable, royalty-free right and license to showcase the work done pursuant to this Agreement on Consultant's portfolio or on non-commercial marketing materials (including social media) with Protocol Labs' prior written consent.

4. **Third-Party Websites and Services.** Consultant acknowledges that the Deliverables may be posted by Protocol Labs, or by Consultant at Protocol Labs' direction, on third party websites or services that are not affiliated with Protocol Labs. Consultant acknowledges that Protocol Labs shall have no liability for any such websites or services.

5. **Representations and Warranties.** Consultant hereby represents and warrants that (a) Consultant has all necessary authority, rights and permissions to enter into this Agreement, to create the Deliverables (including the use of any third-party materials in the Deliverables); (b) the Deliverables will not infringe, violate or misappropriate any third party's intellectual property rights, or any other rights including any rights of privacy or publicity or any contractual rights; and (c) the Deliverables will not violate any law or defame or libel any third party.

6. **No conflicts.** You agree that you're not subject to any restrictions that would interfere with your obligations under this Agreement or your ability to create the Deliverables, and that you have the necessary rights to comply with your obligations under this Agreement. You further agree not to infringe any intellectual property or proprietary rights of any third party, including past or former employers, while creating the Deliverables.

7. **No employment relationship.** You agree that this is an agreement to facilitate your own independent work, and that it doesn't create an employment relationship with Protocol Labs. You understand that you're solely responsible for any tax obligations that may arise from this Agreement, and expressly decline any employment or other benefits that may be deemed to arise from this Agreement. You agree that you have no authority to enter into contracts that bind Protocol Labs or create obligations on the part of Protocol Labs without prior written authorization from an officer of Protocol Labs.

8. **Confidentiality.** If you're working on projects that haven't yet been publicly released, you agree to keep nonpublic information about those projects confidential unless authorized in writing by Protocol Labs or the body that governs the projects.

9. **Limitation of liability.** The maximum total liability for any and all claims arising from or related to this Agreement for both you and Protocol Labs, including each of our respective affiliates, officers, and directors, will be the total amount of fees paid by Protocol Labs to Consultant.

10. **Termination.** Either party can terminate this Agreement on seven days' written notice. If the Agreement is terminated, you'll be paid pro rata for any portion of the SOW that has been completed. Additionally, Protocol Labs may terminate this Agreement immediately and without prior written notice to Consultant if Consultant i) violates the terms of this Agreement; or ii) is guilty of serious misconduct in connection with the performance of this Agreement.

11. **Assignment.** Protocol Labs may assign any of its rights and obligations under this Agreement. Except as provided below regarding Assistants, you may not assign any of your rights and obligations under this Agreement, whether voluntarily or by operation of law, without the prior written consent of Protocol Labs.

12. **Use of Assistants.** You may engage the services of employees, subcontractors, partners or agents (collectively, the "Assistants") in creating the Deliverables. The Assistants shall not be employees of Protocol Labs, unless authorized in writing by Protocol Labs. Protocol Labs reserves the right to remove any Assistant from the project if Protocol Labs reasonably finds the Assistant to be unsatisfactory. You will be wholly responsible and liable for the creation of the Deliverables by the Assistants, and for any compensation due to the Assistants. You agree to advise the Assistants of the terms of this Agreement.

13. **Amendment.** Changes to this Agreement or the attached SOW(s) may be made only with the written consent of both you and Protocol Labs.

14. **Governing Law.** The validity, interpretation, and enforcement of this Agreement, shall be governed by the laws of the State of California, without giving effect to principles of conflictsof law.

15. **Entire agreement.** This Agreement and its exhibits are the sole agreement between Protocol Labs and you regarding the Deliverables, and supersede any related prior agreements or discussions.

16. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate that provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for the provision, then (i) the provision shall be excluded from this Agreement, and (ii) the balance of the Agreement shall remain enforceable.

17. **Notices.** Any notice given under this Agreement must be in writing. A notice will be effective on the day that it is delivered personally or delivered by an overnight courier, received via e-mail, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, sent to the address below the signature lines. A party can change its address for receiving notices by giving notice of the address change to the other party.

18. **Sanctions Compliance.** None of the parties (including any of their subsidiaries, directors, officers or employees) is, or is 50% or more owned or controlled by an individual or entity that is, the subject of sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, the United States Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury (collectively, "Sanctions"). The parties are and will remain in material compliance with Sanctions in performing this Agreement.

If you have any questions, please don't hesitate to reach out to the Protocol Labs legal team (legalrequests@protocol.ai) directly. We're excited to work with you and eager to get started.

[Signature Page Follows]

Sincerely,

Accepted and agreed:

Protocol Labs Inc.

Consultant

DocuSigned by:

Chris Brocoun

95E510245DA8421...

By:

Title:

Address:

427 N Tatnall St #51207

Wilmington, Delaware 19801

Date:

DocuSigned by:

Pablo Voorvaart Val

16AF0AE954A44E8...

Name:

Title:

Address:

Date:

Exhibit A

Description of Work/Deliverables

Consultant/Service Provider will provide the following services to Client/Company:

- Onsite AV Production & Live streaming: The Service Provider will facilitate comprehensive audiovisual and live streaming solutions for the Client's event.
- Post-Production Services: The Service Provider pledges to offer professional post-production services, including but not limited to video editing, audio enhancement, color correction, and graphic integration. These services aim to augment the quality of the recorded event content, thereby ensuring a refined final video product. The post-production phase will be completed within a maximum time frame of 7 days.
- Post-production editing will follow the process and guidelines explained in the doc located at this link: <https://www.notion.so/network-goods/Post-Production-Editing-Instructions-for-Conference-Talksc8f088cf66854dbda5b3e2356d2b56a0?pvs=4>
- Streaming Experience: The Service Provider will ensure the hosting of the event on the StreamETH platform, thereby guaranteeing secure and dependable video distribution.

PL Collaboration Lead: David Casey

Payment

Consultant will send invoices to Protocol Labs via email at bills@protocol.ai with copy to [PL Collaboration Lead](#). Protocol Labs will send payment within 30 days of receipt of an invoice.

Expenses: The Client agrees to reimburse the Service Provider for necessary and pre-approved expenses directly related to the service provision. These costs may comprise, but are not restricted to: travel, accommodation, and other ancillary expenses. The Client is required to settle the costs enumerated in a detailed invoice, issued by the Service Provider, within a period of five days upon endorsement of this invoice.

Responsibilities

A. Service Provider Responsibilities

- The Service Provider will provide qualified staff and equipment for the successful execution of the services, excluding lighting, screens, and video projection.
- The Service Provider will deliver high-quality audiovisual production and live streamingservices as per industry standards.
- The Service Provider will adhere to the agreed-upon schedule and promptly address anytechnical issues related to the provided services.
- The Service Provider will host the event on the Streameth platform and ensure secure and reliable video distribution.

B. Client Responsibilities

- The Client will provide all necessary event details and materials (e.g. schedule data, speaker data, digital assets, etc.) to the service provider in a timely manner.
- The Client will cooperate and provide assistance to the Service Provider for a smooth execution of services.
- The Client will promptly communicate any changes, updates, or concerns related to the event.
- The Client agrees to the following obligations for use of StreamETH Platform:
 - Live streaming: the Client commits to using StreamETH platform, provided by the Service Provider, as the live streaming solution for the event duration.
 - Video Hosting: the Client grants permission for the recorded videos from the event to be hosted on the StreamETH platform for a minimum of one year following the event's conclusion