

## COPYRIGHT TRANSFER AGREEMENT AND ASSIGNMENT OF IMAGE RIGHTS

Barcelona, 27 of December of 2023

### MEETING

On the one hand,

Adebanjo Mayowa, of legal age, with address at FCT, Nigeria, Passport No. 35081586735 and in his own name and on his own behalf.

Hereinafter referred to as the "TRANSFEROR".

On the other hand,

**Francisco Boira**, of legal age, with address at \_\_\_\_\_, DNI or Passport No. \_\_\_\_\_, and in his own name and on his own behalf.

Hereinafter referred to as the "TRANSFeree".

The TRANSFEROR and the TRANSFeree, who may hereinafter be referred to individually as "the Party" and jointly as "the Parties", recognising that they have sufficient legal capacity to enter into contracts and to bind themselves in the capacity in which they act, and are responsible for the veracity of their declarations,

### EXPRESS

I. That the transferor is the author within the meaning of the Revised Text of the Intellectual Property Law (approved by the Spanish Royal Legislative Decree 1/1996, of 12 April)<sup>1</sup> and the unique owner of the exploitation rights of the following works:

- Video course named "The Complete Course of Rasa Chatbot". This is a multi-lesson course (each lesson is a different video) to learn Rasa open-source framework to create python conversational chatbots. The total duration is 6 hours and 48 minutes and it has a total of 31 lectures. The language of the course is English.

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<sup>1</sup> Texto Refundido de la Ley de Propiedad Intelectual (aprobado por el Real Decreto Legislativo español 1/1996, de 12 de abril).

II. That, hereinafter, the said set of works shall be referred to as the "Work".

III. And that, the TRANSFEROR is interested in assigning the exploitation rights of the Work and the TRANSFEREE, in turn, is interested in accepting said assignment, and therefore, the Parties having freely and spontaneously reached a mutual coincidence of their wills, formalise the present COPYRIGHT TRANSFER AGREEMENT, hereinafter, the "Contract", in order to constitute and regulate their agreement, which shall be governed by the following,

## **STIPULATIONS**

FIRST.- Object: Exclusive assignment.

The Transferor assigns and transmits, on an exclusive basis, to the Transferee, who expressly accepts, the exploitation rights of the Work.

Consequently, the Transferee receives the right to exploit the Work to the exclusion of any other person, including the Transferor, within the geographical scope and the term of the present irrevocable assignment.

Likewise, he/she shall be entitled to pursue any infringements affecting the powers granted to him/her by this Agreement, in accordance with the provisions of Article 48 of the Consolidated Text of the Intellectual Property Law<sup>2</sup>.

Both Parties agree to the assignment under the conditions agreed by them and thus included in this Contract.

In all matters not expressly stipulated by the Parties in the present document, articles 43 and following of the Revised Text of the Intellectual Property Law<sup>3</sup> shall be applicable.

SECOND.- Assignment of image rights and voice.

The transferor assigns his image rights to the transferee, expressly authorising the capture, reproduction and dissemination of the following images of his person:

Audiovisual images and voice recording of the Work.

THIRD.- Rights assigned.

The exploitation rights included in this assignment are the rights of reproduction, distribution, public communication, and transformation of the Work.

FOURTH.- Exploitation modalities.

The Transferor may exploit the Work in any of the exploitation modalities existing and known at the date of signature of this Agreement.

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<sup>2</sup> Artículo 48 del Texto Refundido de la Ley de Propiedad Intelectual española.

<sup>3</sup> Artículos 43 y siguientes del Texto Refundido de la Ley de Propiedad Intelectual española.

The Parties recognise that these modalities of exploitation of the Works are indispensable to fulfil the purpose of the present Contract.

FIFTH.- Transfer to third parties.

The Transferor gives its express consent to the Transferee to transfer the rights of this Agreement to third parties, under the same conditions and within the same limits as provided herein.

SIXTH.- Geographical scope of the transfer.

The transfer of the exploitation rights provided for in this Contract has no specific geographical scope; that is to say, it extends to all countries in the world without geographical limitation of any kind.

SEVENTH.- Duration of the transfer.

This Agreement shall enter into force on the date of signature indicated in the heading.

The TRANSFEROR assigns the exploitation rights of the Work referred to in the second stipulation, under the conditions stipulated in this Agreement, for the maximum duration of the same foreseen in the Revised Text of the Intellectual Property Law<sup>4</sup>. That is to say, the present assignment will be valid until the exploitation rights pass into the public domain.

EIGHTH.-Remuneration of the Transferor.

The Parties agree that the remuneration received by the transferor as consideration for the transfer of the exploitation rights of the Work to the Transferee is two hundred and forty USD (240\$), as a single and lump sum remuneration.

This flat-rate remuneration is covered by the case provided for in letter a) of Article 46.2 of the Consolidated Text of the Law on Intellectual Property<sup>5</sup>. In other words, it is due to the fact that, given the type of exploitation, there is a serious difficulty in determining the income or its verification is impossible or the cost is disproportionate to the possible remuneration.

In this action, the transferor receives his remuneration to his entire satisfaction, for which the present document constitutes the most formal and solemn letter of payment that in law corresponds.

NINTH - Obligations of the Parties.

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<sup>4</sup> Texto Refundido de la Ley de Propiedad Intelectual española.

<sup>5</sup> Supuesto previsto en la letra a) del artículo 46.2 del Texto Refundido de la Ley de Propiedad Intelectual española.

### 9.1. Obligations of the Transferor

The transferor shall have the following obligations:

- a) To exonerate, as guarantor of the authorship of the Work, the TRANSFEREE from all liability towards third parties, assuming all claims, including compensation for damages that may be brought against the TRANSFEREE by third parties who may consider their intellectual property rights over the Work to have been infringed.
- b) To inform the TRANSFEREE, as soon as possible, of any infringement of intellectual property rights that a third party has carried out or openly prepared and of which it has become aware, as well as to provide the other Party with all its cooperation in the defence of these rights.
- c) Finally, to respect all the obligations attributed to it by current legislation, as well as by this contract, and which are not expressly provided for in this stipulation.

### 9.2. Obligations of the TRANSFEREE

- a) To pay to the TRANSFEROR the fixed remuneration, in accordance with the terms and conditions agreed in the seventh stipulation of the present contract.
- b) To provide all the necessary means for the effectiveness of the exploitation granted in the present Contract, according to the nature of the Work and the uses in force in the professional, industrial or commercial activity in question.
- c) To inform the transferor, as soon as possible, of any infringement of the intellectual property rights that a third party has carried out or openly prepared and of which it has become aware, as well as to provide the other Party with all its collaboration in the defence of these rights.
- d) Finally, to respect all the obligations attributed to it by the legislation in force, as well as by the present contract, and which have not been foreseen in this stipulation.

### TENTH - Secrecy and confidentiality.

The Parties undertake to take all necessary measures to keep secret and confidential all information that has been communicated to them as such by the other Party during the execution of the Contract, or that has come to their knowledge in the course of its execution. The obligation in this Article shall not apply to:

- (a) any information which is in the public domain; or
- (b) information available to the Parties prior to its provision by the other Party; and
- (c) information lawfully acquired by the Parties from sources other than the other Party.

The Parties undertake to use this information only for the performance of the Contract. They also undertake not to exploit, for their own account or for the account of a third party, directly or indirectly, all or part of this information.

This obligation of confidentiality must be respected throughout the term of this Contract.

Any violation or breach by either Party of this stipulation shall entail the obligation for the Party committing such violation to pay the other Party compensatory damages, without prejudice to the right of the Party considered to be affected to exercise or initiate all relevant actions in order to impose the legally appropriate sanctions.

#### ELEVENTH - Termination of the Contract.

This Contract may be terminated by mutual agreement of the Parties, with the effects determined by them. Likewise, it may be terminated at any time by each of the Parties, at their choice, without the need for judicial intervention, and without prejudice to the liability incurred by the other Party for its breach of contract, for "just cause", described herein as:

- (a) the total or partial breach by the other Party of any of the essential terms or obligations of this Agreement; or
- (b) as otherwise provided by law.

In general, the non-fulfilment by any of the Parties of the obligations arising from this Contract shall entitle the Party that has fulfilled its obligations to demand the fulfilment of the obligation or to promote the termination of the Contract in accordance with the provisions of article 1124 of the Civil Code<sup>6</sup>.

Any of the aforementioned causes of termination shall entitle the other Party that has not incurred in it or has not caused it, to compensation for damages arising therefrom.

The failure of the Party to use one of the causes provided for in this stipulation to terminate the Contract shall never be considered as a waiver of its rights arising from the non-performance of the other Party nor shall it limit its rights to make the other Party perform its obligations under this Contract.

#### TWELFTH.- Expenses and taxes.

Expenses, taxes, fees and contributions derived from the present assignment shall be the exclusive responsibility of the TRANSFEREE, except for those that correspond to the TRANSFEROR according to the legislation in force or to the present Agreement.

#### THIRTEENTH.- Public elevation and Intellectual Property Registry.

The private document of this Agreement shall be converted into a public deed, at the request of either of the Parties, by means of a reliable request, before the Notary or Notary Public designated by said Party. The other Party undertakes to sign the public instrument when requested to do so.

The costs involved in such notarisation shall be borne by the Party promoting the notarisation.

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<sup>6</sup> Artículo 1124 del Código Civil español.

Likewise, this Agreement may be registered in the Intellectual Property Registry, in accordance with the provisions of the Regulations of the General Intellectual Property Registry, approved by Royal Decree 281/2003, of 7 March<sup>7</sup>.

#### FOURTEENTH.- Notifications.

All communications that by virtue of this document must or should be sent shall be sent by an irrefutable means that leaves a record of the moment in which it has been sent, to which address it has been sent and the moment of its reception by the other Party, and shall be interpreted as correctly sent to the transferor or the transferee, if they are addressed to the addresses of the same that appear in this Agreement. Either Party may, by written notice to the other Party, change the address to which any communications are to be sent.

#### FIFTEENTH.- Integrity of the Contract and nullity.

This Contract renders null and void any agreement, understanding, commitment and/or negotiation that may have been previously developed between the Parties.

Likewise, the Parties acknowledge that, in the event of the existence of documents annexed and/or attached to the present Contract, these form part of or integrate the same, for all legal purposes.

Furthermore, should one or more clauses become ineffective, voidable or null and void, they shall be deemed not to have been put in place, with the rest of the Contract retaining its full binding force between the Parties. In this case, the Parties undertake, if necessary, to negotiate amicably and/or in good faith a new text for those clauses or parts of the Contract affected.

#### SIXTEENTH.- Applicable law and jurisdiction.

The Parties acknowledge that they are bound by this Agreement and its corresponding annexes, if any, and its legal effects and undertake to comply with it in good faith.

Any litigation relating, especially, but not only, to the formation, validity, interpretation, signature, existence, execution or termination of this Contract and, in general, to the relationship established between the Parties, shall be subject to Spanish law.

The references made herein to any legal or regulatory norm, or provision thereof, shall be understood to be made to the norms or precepts that may replace them in the future.

In the event of any controversy, difference, conflict or claim regarding the Contract, or in relation to or derived from the same, the Parties agree to submit to the jurisdiction of the competent Courts and Tribunals of Barcelona in accordance with the law.

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<sup>7</sup> Registro de la Propiedad Intelectual, de conformidad con lo establecido en el Reglamento del Registro General de la Propiedad Intelectual, aprobado por el Real Decreto español 281/2003, de 7 de marzo.

And in evidence of their agreement and acceptance of all the foregoing, both Parties sign at the place and on the date indicated in the heading, to a single effect, all the pages of this Contract in two copies, one for each Party.

A handwritten signature in black ink, appearing to be 'AM' with a horizontal line extending to the right.

THE TRANSFEROR

Adebanjo Mayowa

A handwritten signature in blue ink, appearing to be 'Francisco' with a large, stylized flourish above it.

THE TRANSFEREE

Francisco Boira