

CONTRACT No. 7
ON THE TRANSFER OF PROPERTY RIGHTS

Zaporizhzhia

March "20" 2025

Madeleine Spezowka (*hereinafter referred to as the Assignor*), on the one hand, and the NGO “Ave Team,” represented by Danil Borysiuk, acting on the basis of the Charter (“Статут”) of the NGO “Ave Team” (*hereinafter referred to as the Assignee*), on the other hand, collectively referred to as the Parties, have entered into this agreement (*hereinafter referred to as the Agreement*) as follows:

1. DEFINITIONS

Терміни, що використовуються в цьому Договорі, означають:

For the purposes of this Agreement, the following terms shall have the following meanings:

1. Assignor – a person who, under this Agreement, transfers their proprietary rights to another person, after which this person becomes the subject of copyright.
2. Assignee – a person who, under this Agreement, acquires proprietary rights and becomes the subject of copyright.
3. Full Transfer of Rights – the transfer of proprietary rights to the Work as established by Article 440 of the Civil Code of Ukraine and Part 1 of Article 15 of the Law of Ukraine “On Copyright and Related Rights,” without limitations on methods of use as specified in Article 441 of the Civil Code and Part 3 of Article 15 of the aforementioned Law.
4. All other terms used in this Agreement shall be interpreted in accordance with the applicable laws of Ukraine.

2. SUBJECT OF THE AGREEMENT

2.1. The Assignor, in full, transfers (assigns) to the Assignee the proprietary rights to the edited fairy tales of Ukrainian diaspora in Canada for the Ave Kids project (formerly Ave Tales), namely:

- Christmas Spiders
- The Serpent Wife
- Adventure in the Woods
- The Bear and the Fiddler
- The Adopted Father

(hereinafter referred to as the "Work") for the entire duration of copyright protection, worldwide, namely:

- The exclusive right to authorize the use of the Work;
- The right to prevent unlawful use of the Work, including the right to prohibit such use.

The Acquirer accepts these proprietary rights and undertakes to compensate for them in accordance with the terms of this Agreement.

2.3. As a result of the transfer and acceptance of proprietary rights, the Assignor loses any proprietary rights, while the Acquirer gains the right to:

2.3.1. Use the Work in the ways provided by the Civil Code of Ukraine and the Law of Ukraine "On Copyright and Related Rights."

2.3.2. Authorize third parties to use the Work in the ways provided by the Civil Code of Ukraine and the Law of Ukraine "On Copyright and Related Rights"; prevent unlawful use of the Work, including prohibiting such use.

2.3.3. Transfer (alienate) the rights to the Work, in whole or in part, to third parties.

2.4. After the signing of this Agreement, the Assignor shall have no right to transfer (alienate) the property rights to the Work, nor to transfer the rights to use the Work to third parties.

3. WORK TRANSFER TBOPY

3.1. The transfer of the Work from the Assignor to the Assignee shall be made by providing access to the digital materials on the day of signing this Agreement through the Act of Acceptance and Transfer of the Work, which shall be signed by both Parties and is an integral part of this Agreement.

3.2. At the time of transferring the Work to the Assignee, the Assignor guarantees that:

- exclusive proprietary rights to the Work belong solely to them;
- proprietary rights to the Work have not been transferred (alienated) in full or in part to third parties;
- proprietary rights to the Work (in full or in part) are not subject to a pledge, legal dispute, or third-party claims.

4. ROYALTY PAYMENT

4.1. Madeleine Spezowka waives the payment of remuneration at the time of signing this Agreement.

4.2. The NGO "Ave Team" undertakes to transfer 20% of the income received from the use of the Work (after deducting taxes and other licensing obligations in case of adaptation of the materials into other formats, excluding translation and text editing, which are not considered part of such expenses, and therefore the remuneration for the author (20%) and the translators/editors (e.g., 5%) will be calculated from the same amount), for the entire term of the copyright. The transfer of these funds will be made annually to the author's account, the details of which they are obliged to provide.

5. LIABILITY OF THE PARTIES

5.1. The Party that fails to fulfill or improperly fulfills its obligations under this Agreement must compensate the other Party for the damages caused in full.

5.2. In the event of the transfer (assignment) of proprietary rights to the Work or the transfer of rights to use the Work by the Assignor to third parties, the Assignor shall pay a penalty of 200% of the amount specified in clause 4.1 of this Agreement.

5.3. In the event of a delay in the payment specified in clause 4.2 of this Agreement, the Assignee shall pay the Assignor a penalty of 20% of the amount for each day of delay.

6. DISPUTE RESOLUTION

6.1. The Parties agree to resolve any dispute through negotiations and out-of-court procedures.

6.2. If it is impossible to resolve the dispute through negotiations and out-of-court procedures, the dispute may be referred for resolution in court.

7. FORCE MAJEURE

7.1. The Parties shall not be held responsible for non-performance or improper performance of the terms of the Agreement in the event of the occurrence of force majeure circumstances.

7.2. After such circumstances have ended, the Party that has failed to fulfill its obligations under the Agreement must fulfill them within the time period for which the performance of obligations was suspended.

7.3. A Party may not invoke force majeure circumstances if they arose during the period of delay in performing its obligations under the Agreement.

8. OTHER TERMS

8.1. This Agreement shall come into force upon its signature by the Parties.

8.2. The provisions of this Agreement regarding the payment of remuneration are confidential information, which neither Party has the right to disclose without the prior consent of the other Party, except in cases provided by law.

8.3. Any amendments and additions to this Agreement shall be valid if made in writing and signed by the Parties.

8.4. In all matters not covered by this Agreement, the Parties shall be guided by the current legislation of Ukraine.

8.5. The Agreement is executed in a digital copy.

DETAILS OF THE PARTIES:

Assignor:



Madeleine
Spezowka

Assignee:

NGO "Ave
Team"

Danil Borysiuk