

2021



HARDDISK MUSEUM

Agreement of cession
of digital work for
exhibition

AGREEMENT OF CESSION OF DIGITAL WORK FOR EXHIBITION

In Madrid, at 00/00/2021

GATHERED

On the one hand, Nmuas Estudio S.L., with NIF B-02809978 and address at Avda. Canto del Mirador, nº 13, Torreloz, CP 28250, Madrid (Spain), acting in its name and representation Mr. Miguel Solimán López Cortez, with DNI nº 30954281F, in his capacity as sole administrator of the same, whose powers of representation and power of attorney are in force and have not been revoked or suspended. Hereafter referred to as "NMUAS".

And of another, Mr./Mrs..., with DNI/ID/PASSPORT nº..., domiciled in the..., and **email...**, acting in her own name and right. From now on the "artist" will

Thereafter, it may refer to any of the parties individually as the "party" and jointly as the "parties".

EXHIBIT

I. NMUAS is a company specialized in providing management, development, production and exhibition services for digital content in the arts, entertainment, culture, industry and society sectors. It currently manages the inclusion, exhibition, display and diffusion of digital works by different artists in its repository and exhibition collection Harddiskmuseum (hereinafter "HDM"), and all this through the transfer of the HDM exhibition collection of digital works, either globally or selected per exhibition by the same, for display in museums, spaces and audiovisual media, either directly or by third parties interested in it.

II. The artist is the author of various digital works of art that he/she intends to cede temporarily to NMUAS for their inclusion in its HDM exhibition collection, so that the latter may decide to integrate them into the same and exhibit them worldwide, either totally or partially, with the appropriate mentions of their authorship by the artist.

III. Therefore, both parties mutually and reciprocally recognize their legal capacity and sufficient legitimacy to contract and bind themselves in the representation they hold, and formalize this contract, which shall be governed by the following

CLAUSES

FIRST OBJECT

The artist cedes, in a non-exclusive manner, the digital work referenced in Appendix I of which he or she is the author to NMUAS, for inclusion in its repository and HDM exhibition collection, in order to allow it to be exhibited and publicly displayed worldwide, either directly or through third parties (museums, public entities, audiovisual space managers, etc.).), in whole or in part, and thereafter until the artist revokes his authorization to do so, which may be done at any time with the agreed notice, unless the work is being exhibited by such third parties (so it may not be effective until the end of the exhibition).

The aforementioned assignment authorizes NMUAS to exploit its HDM exhibition collection in the future, with or without the total or partial integration of the artist's work, at the discretion of NMUAS, in the manner and form indicated, either directly or through third parties, worldwide, and may carry out exhibitions and displays of all the work in its repository or that selected by NMUAS in specific or thematic exhibitions and displays.

In the same way, the artist expressly authorizes NMUAS to use the HDM exhibition repository to carry out exhibitions and displays of his/her digital work in the future, individually or collectively, in whole or in part (selected by NMUAS).

NMUAS shall keep the artist informed of the exhibitions and displays organized or held in the future where his or her work is included. The artist may, if he or she wishes, request that his or her work not be included in a particular exhibition or show, provided that he or she formally notifies NMUAS within ten (10) business days of being informed of the exhibition or show, and provided that such exhibition or show has not already been announced, publicized or initiated.

The parties shall collaborate and assist each other in the future for the successful completion of the assignment.

SECOND. PERIOD OF CESSION AND EXHIBITION

The rights are transferred indefinitely in the terms and conditions established in this agreement with the indicated purpose until the artist revokes it in the terms and conditions established in this agreement.

THIRD. CONSIDERATION

The assignment is free of charge, insofar as the artist intends to give visibility and public diffusion to his/her work, and therefore will not receive any consideration except in those cases that are

expressly and formally agreed upon by the parties for a specific exhibition. NMUAS will try to ensure that these specific exhibitions can generate some kind of direct economic benefit for the artist, depending on the context, without prejudice to their visibility and promotion.

In addition NMUAS will invite the artist to its membership and affiliation programs to offer funding models to the artist.

FOURTH. NMUAS' OBLIGATIONS

NMUAS will include the work ceded by the artist in its repository and HDM exhibition collection, as well as in each exhibition it organizes if the artwork fits the topic.

NMUAS will respect the authorship of the artist and will ensure that it is mentioned in catalogs, exhibitions and public displays. Likewise, the NMUAS agrees to notify the artist immediately of any act that could affect the security, availability or integrity of the work, including any type of incident, damage, loss, destruction, unauthorized access, theft or robbery, including any information available to the artist regarding the circumstances in which it occurred.

NMUAS will inform the artist as soon as possible of any infringement of intellectual property rights or of any other nature regarding the work that a third party has carried out or openly prepared and of which he/she has become aware, as well as providing the artist with all his/her collaboration in the defence of these rights.

NMUAS will assume all organizational costs of any exhibition or show, unless the parties agree otherwise for a specific exhibition.

If applicable, the NMUAS shall satisfy the author of any consideration or compensation that the parties may have agreed upon with respect to any specific exhibition or show.

The artist will have a personal space on the website www.harddiskmuseum.com, with his/her name, personal details, biography and description of the work entered in the HDM collection, on the website www.harddiskmuseum.com, for which the artist grants his/her authorization as well as for the inclusion of his/her image in the same as well as in collections, exhibitions and displays and informative, advertising, promotional and communication material in reference to him/her as the author of the work.

The artist will be able to access the services offered by the HDM community, including the affiliation system for obtaining economic resources, the educational platform and the exhibitions both online and in person.

NMUAS will keep the artist informed of all HDM activities as part of its programming by emailing from com@harddiskmuseum.com The artist may

exclude his/her participation from these specific activities at any time, provided that he/she gives prior notice before the start of the activity.

Once NMUAS confirms that it accepts the artist at HDM, the artist will benefit from the following: Promotion in exhibitions, invitation to exhibition projects, relationship with possible brands and sponsors, collaboration with third party companies, introduction in online repository and physical exhibitions, promotion in social networks, newsletter and publications, benefits obtained by the creation of educational content, benefits obtained by the affiliation system.

NMUAS will strive to promote the work incorporated into HDM, including publications on social networks, online and physical exhibitions and international proposals in the contemporary art and new media sector. NMUAS will also regularly offer promotional opportunities, exhibitions and other resources to support the artist.

NMUAS will at all times look after the interests of the artist and his/her work, as well as the integrity of the work and its conservation, preservation and documentation, including DNA copies and 'reconstructive' backup records under the use of PAR2 files.

NMUAS will continue its efforts to expand and disseminate the work internationally, extending these rights of use to its international franchisees and/or collaborators.

HDM is configured as a collaborative platform, of private initiative, that works for the good of the community that forms it and that seeks at all times, new profitable systems of affiliation and global support for the participants of the same.

FIFTH. OBLIGATIONS OF THE ARTIST

The artist must provide NMUAS with a copy or original of the digital work for its inclusion in the HDM repository and exhibition collection and exploitation under the terms and conditions provided in this agreement. The artist shall also collaborate with NMUAS in the dissemination and communication of any exhibition/exhibition among its network of contacts, as well as participate in any presentations that NMUAS may organize to promote any exhibition/exhibition that includes his/her work, to the extent that his/her personal and professional circumstances allow.

The artist declares and guarantees that he/she has sufficient capacity and legitimacy to formalize this agreement, that he/she is not affected by any type of restriction, limitation, prohibition of competition, obligation or exclusivity with third parties and that he/she has not been affected by any regulatory or arbitral rule, provision, agreement or requirement, NMUAS shall not be liable for any legal or contractual obligation that may prevent or limit its acceptance, compliance and peaceful execution of the agreement, and

undertakes to assume exclusively any claim or liability that may be demanded from NMUAS by third parties arising from the non-compliance of the artist with the provisions of this clause.

The artist is responsible for the originality of the work and, as the author and guarantor of the authorship of the work, exonerates NMUAS from all responsibility towards third parties related to the work, assuming all claims, including compensation for damages that may be exercised against NMUAS by third parties that may consider their intellectual property rights or any other rights to the work to have been infringed.

The artist declares and guarantees that he/she is the owner of all necessary rights over the creations, works and contents that he/she provides to NMUAS within the framework of this agreement, guaranteeing the legitimacy and legality of the same, their authorship and ownership, their use, exercise and peaceful exploitation and the non-infringement of personal rights, image rights, intellectual and industrial property rights or other rights of third parties from which it could be demanded and, if applicable, any responsibility for NMUAS or third parties related to the same. In the event that any claim is made by a third party against the NMUAS in relation to the work and contents provided by the artist, the latter shall assume all costs generated by the legal defense of the same against said claim, whether administrative, arbitral or judicial, including attorney's and lawyer's fees, compensation for witnesses or experts' expenses, as well as the payment of any sanction or compensation that may be imposed, and the compensation of any other damage that may be suffered by the same due to the claims made.

The artist shall not take any action that may prejudice the exploitation and exhibition of the work under the terms and conditions provided in this contract.

Likewise, the artist shall immediately inform NMUAS, as soon as possible, of any infringement of intellectual property rights or of any other nature regarding the work that a third party has carried out or openly prepared and of which he/she has become aware, and shall provide all his/her collaboration in the defence of these rights.

The artist undertakes to make public his/her relationship and participation with NMUAS through the means at his/her disposal, especially social networks and the web.

The artist must complete a membership form with the information required for the inclusion of him/her and his/her work in HDM and in the HDM artists' community.

SIXTH. DURATION

This agreement shall enter into force on the date of its signature as indicated in its heading and its validity and effects shall be

extended until the artist formally notifies NMUAS of his/her wish to terminate it.

SEVENTH. TERMINATION

The parties agree that this contract may be terminated, in addition to the other causes provided for in the current legal system and in this agreement, for the following reasons 1) By mutual agreement of the parties formalized in writing; 2) By the will of either party provided that the other is notified one month in advance of the date of its effects; 3) By the exercise by an artist of the inalienable rights to non-disclosure that he may legally dispose of his work, always in the terms legally and contractually established; 4) By the will of one of the parties when there is a breach of the essential obligations agreed upon by the other party. In any case, and as a prerequisite for the termination of the agreement by either party for non-compliance, the non-compliant party must be notified of the contractual infringement by any means that ensures its receipt, a bureaufax being sufficient, and a period of fifteen (15) calendar days must be granted from the notification of said communication for the non-compliance to be remedied. Once this period of time has elapsed, the contract may be considered terminated.

EIGHTH. FAILURE TO COMPLY WITH THE AGREEMENT

Failure by either party to comply with the obligations set forth in this agreement shall entitle the other party to demand its compliance or termination, together with compensation for any damages that such failure may have caused.

NINTH. LIABILITY

For the appropriate purposes, any of the parties acting in a negligent, guilty or fraudulent manner in the fulfilment of the obligations established in this Contract will be liable and will cause damage or harm to the other party or third parties related to the same. Each of the parties will not be responsible for the damages or prejudices derived from the negligent, guilty or fraudulent conduct incurred by the other, nor for the civil, administrative, labor, fiscal or criminal responsibilities that the latter may have incurred.

TENTH. LOYALTY AND GOOD FAITH

The parties must act loyally and in good faith in the exercise of their artistic, business and professional activities, within the framework of their relations and of this agreement, safeguarding their mutual interests in accordance with the articulated agreement, as well as their respective reputation, image and good name.

ELEVENTH. NATURE OF THE RELATIONSHIP

The relationship between the parties is exclusively collaborative and commercial in nature, and there is no employment relationship between them, so they will continue to carry out their respective activities independently and in their own name. The parties expressly agree that, except for the commitments acquired in this agreement, no relationship of dependence exists or will exist between them, so that both are and will be absolutely independent and autonomous, not reaching any other responsibility of either party, even subsidiary, for those obligations of any kind that may be incurred by the other party with respect to third parties and especially of the personnel in their charge. Likewise, this agreement does not in any case imply the constitution of an association, integration of activities, agency relationship or the creation of an entity differentiated from the participants, so that they will carry out their own activities in an autonomous and independent manner, exactly as they have been doing prior to the signing of this agreement.

TWELFTH. COLLABORATION

The parties will provide each other with the documents, materials, elements, data and information that are necessary to enable the proper execution of this agreement, as well as to carry out the activities, commitments and obligations established in it, and all in accordance with the current legislation that may be applicable.

The parties may not use for purposes other than those agreed any work or creation that has been supplied, unless there is a written agreement between them.

The parties declare under their exclusive responsibility that any information, creation, document or content that may be reciprocally supplied to allow the execution of this contract, legally corresponds to the party that supplies it, as the owner or authorized licensee of the same, exempting the receiving party from any action or claim that may be brought by third parties for this reason.

THIRTEENTH. CONFIDENTIALITY

The parties are obliged to maintain due confidentiality and secrecy on all information provided to each other or to which they have access or are aware in connection with the execution of such contract, whether such information relates to the parties or to third parties with whom they have a direct or indirect relationship.

For these purposes, "confidential information" shall be considered to be any non-public information, whether oral, written or expressed in any other tangible, legible or visual form, which a party designates as confidential or which, under the circumstances surrounding its

access and/or disclosure, the party receiving it knows or has reason to know should be treated as confidential. Accordingly, this information may not be communicated to third parties without the prior written consent of the party providing the information. Likewise, other information pertaining to the professional or business activity that, if known against their will, may affect their reputation, social image, competitive capacity or their own interests or those of third parties related to them, shall be considered confidential information. This agreement and its content is confidential.

Confidential information shall not include information which, regardless of its name: a) is or subsequently becomes available to the general public, without this being a consequence of a breach by the party receiving the information of any of its obligations to the party supplying the information; b) was already known to the receiving party before it was supplied by the supplying party in accordance with this agreement; c) was legitimately known by the receiving party to a third party, without this being a breach of any confidentiality obligation owed to the supplying party; d) is provided for communication or use by third parties.

The parties undertake to take the necessary measures, both with respect to their employees and professionals and with respect to third parties who may have a relationship with this agreement, to ensure that they are aware of these obligations and comply with what has been agreed in this clause.

Once the contract has ended, each party must return to the other in a safe manner the information available to it, taking the necessary measures, except for the information that must be kept or retained in accordance with the legal relationship established and the requirements of current legislation.

These obligations shall remain in full force and effect, not only during the term of this contract, but also after its termination, for whatever reason.

FOURTEENTH. PRIVACY AND DATA PROTECTION

The parties, as they intervene, undertake to keep the due confidentiality and secrecy with respect to the personal data to which they have access in the fulfilment and development of their relations and to respect at all times the legislation in force on the protection of personal data, and in the other regulations that replace, modify, develop or complement them, undertaking now to sign during their validity, development and execution, as many documents as may be required by the aforementioned legislation.

The parties inform each other that the personal data included in this agreement will be treated with the purpose of managing their relations, formalizing them and their commitments in this matter, as well as attending to the legal, contractual obligations and legitimate

interests that concern them respectively, and this on the legal basis of all this in accordance with the provisions of the legislation in force. The data will be treated during the maintenance of their relations until their termination, except for those that legally or contractually must be kept. Said data may be incorporated into the respective customer and supplier files created for their management, and they may exercise, with respect to the same, at any time, the rights recognized in the current legal framework, among others, those of access, rectification and, if applicable, suppression, portability, limitation of treatment or deletion, by means of written communication addressed to the party responsible for the data, at the address indicated in this document or any other that may be communicated in the future, together with a copy of the D. N.I. or any other document proving your identity, as well as contacting and making such request to your respective privacy officer at the same addresses. All this without prejudice to their rights to make any claim in defence of their rights and interests before the Spanish Data Protection Agency itself.

FIFTEENTH. INDUSTRIAL AND INTELLECTUAL PROPERTY

All the industrial and intellectual property rights on the brands, commercial names, logos, creations, works, designs, documents, manuals, materials, contents, strategies, methodologies, business models, know-how, platforms, tools, applications and technological solutions that may be made available to one of the parties during their relationship are reserved for their owner, with the exception of the rights expressly assigned in this agreement and other rights inherent or necessary in the broadest manner permitted by law to enable the execution of this contract, in particular those of reproduction, communication, distribution, integration into collections and exhibitions, transformation of the original format and public exhibition of the works assigned, either in whole or in part, and this on a worldwide basis.

NMUAS is authorized to exploit the work ceded by the artist incorporated at its discretion in the catalog and HDM exhibition collection, in the manner and form it deems appropriate for the purposes set out in this agreement. The artist shall not receive any compensation or consideration derived from such exploitation through the reproduction, communication, distribution and public exhibition of any exhibition organized or curated by NMUAS that includes work assigned by the artist, except that the parties may agree on anything else with respect to any specific exhibition.

The NMUAS may assign the rights conferred by this agreement to third parties for the purpose provided for in the agreement, which is to enable maximum dissemination and disclosure of the artist's digital work.

The artist shall be responsible for the legitimacy and legality of any creation, content, manual, document, design, work, video, image,

photograph, algorithm, code, or material used or provided by him/her to NMUAS.

The artist guarantees the authorship, originality and legitimacy of the works he or she cedes to NMUAS within the framework of this agreement, as well as the integration, use and peaceful exploitation of the rights ceded over them by the latter and the non-infringement of personal rights, intellectual and industrial property rights or other rights of third parties from which it may be required and, where applicable, any liability for NMUAS or third parties related to it.

The organization of any public exhibition or show in collaboration with third parties by NMUAS must be communicated to the artist at least one month prior to its realization, so that, during the same, the author will refrain from making other public exhibitions of their works included in it in collaboration or by third parties, unless such public exhibition is made in the artist's own media such as its website.

The author authorizes the obtainment and use of images of the assigned work to elaborate presentation, promotional, advertising and communication material of exhibitions and displays by the author directly or by third party collaborators in his/her organization or exhibition.

SIXTEENTH. MENTIONS

The exhibitions or shows organized by NMUAS with the artist's work must contain the authorship mentions of the work integrated in them.

SEVENTEENTH. MODIFICATION

This agreement may be modified by mutual agreement when necessary for the best realization of its object.

EIGHTEENTH. INTEGRITY

The present document constitutes the only valid and in force agreement regulating the terms and conditions of distribution, prevailing and replacing any previous or current communication, statement or agreement between the parties in relation to the object of the same. All the clauses of the present document constitute an indivisible set of the terms and conditions for its granting, for which the parties commit themselves to observe it faithfully, not being able to renounce to the same one, neither to alter nor to modify its ends, unless express and formal authorization of the same ones. No addition or modification of this document shall be binding on the parties unless it is formalized in writing and accepted by them.

NINETEENTH. UPDATE

In the event that any or all of the clauses of this agreement or parts thereof become invalid, illegal or unenforceable by virtue of any legal rule or agreement of an administrative or judicial body, they shall be deemed ineffective to the extent applicable, but otherwise this agreement shall remain valid. The parties agree to replace the affected clause or clauses with another or others that have the most similar legal and economic effects to those of the replaced ones.

TWENTY. ADDRESS AND NOTICES

The parties must communicate any change in the address and contact addresses indicated by the same, being those referred to until the effectiveness of the notification of any change in them, valid and effective for the purposes of any communication or notification.

TWENTY-FIRST. EXPENSES AND TAXES

The expenses and taxes of any nature and class that accrue for the formalization and elevation to public of this contract, as well as for its fulfillment or extinction, as much of judicial character as extrajudicial, will be in charge of who and how the Law indicates. This agreement does not require formalization in a public deed, being sufficient its subscription by means of this private contract, without prejudice that any of the parties may urge the other to elevate it to a public one.

TWENTY-SECOND. APPLICABLE LAW

This document and the relationship arising from it shall be governed and interpreted, regardless of the conflicts that may arise or the choice of jurisdiction, in accordance with the provisions of its own clauses and, insofar as they are not provided for, by the applicable Spanish legislation contained in the Code of Commerce, Civil Code, special laws and commercial practices.

TWENTY-THIRD. COMPETENT JURISDICTION

The parties express their willingness to try to resolve in good faith and in an amicable manner any disagreement or dispute that may arise in the development of this agreement, before going to court for its resolution, as provided in it. However, if the parties are unable to resolve their differences amicably, to resolve any divergence or conflict that may arise in relation to the interpretation, application, compliance or execution of this agreement, both parties expressly submit, renouncing their own jurisdiction, to the Courts and Tribunals of the city of Madrid (Spain).

And so that it is recorded for the purposes of the appropriate and evidential in accordance with all this, the parties sign in duplicate and in all its pages this agreement, in the place and date indicated in the header.

NMUAS

The artist

Signed by Mr. Miguel Solimán López Cortez Signed by ...
Administrator

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Present document is also signed by accepting the form conditions in <https://harddiskmuseum.com/artist-apply/>