

Contract – LiveEdit supply & Viewing Room Director

between

Public Television Company of Armenia
26 G. Hovsepyan street
0047 Yerevan
Armenia
TIN: 01540062
represented by the Executive Director Mr. Hovhannes Movsisyan

hereinafter referred to as the **client**.

and

LiveEdit SAS
229 rue Saint-Honoré
75001 - Paris
France
Registration Number : Paris B 919 579 854
represented by the CEO Mr. Julian Gutierrez Barranco

hereinafter referred to as the **contract partner**

Both parties recognise the legal personality and sufficient legal capacity of the other party to bind themselves legally.

Preamble

The client is tasked with executing LiveEdit and carrying out duties as the Viewing Room Director for this year's international live TV production of the **Junior Eurovision Song Contest 2022**, which will take place at the Karen Demirtchian Sport/Concert Complex in Yerevan/Armenia.

The present contract (hereinafter referred to as the 'Contract') regulates the further details of the collaboration between the client and the contract partner concerning the production above.

The contract partner:

- (a) Declares that it is not related to client employees who hold an executive position or act in an executive capacity and are able to influence the contract or determine its economic conditions. Family ties shall mean: (i) spouses or persons with close relationships; (ii) relatives in the ascending and descending lines and relatives up to the second degree of consanguinity or affinity.
- (b) It undertakes not to involve in the execution of the contract, either directly or through subcontracts, any person who is/are involved in incompatibility grounds. This applies in particular to employees from the client who do not have the express authorisation of the client or to persons who have left the various units of the client within the framework of the procedures applied by the client for regulating the employment relationship and who have

assumed an incompatibility obligation currently in force because they have not retired. In the case of subcontracting, this obligation also extends to the subcontractor's personnel.

- (c) The contract partner must inform the client of any circumstances that could lead to a conflict of interest in executing the contract.

§ 1 Subject matter of the contract and provision of services

The client commissions the contract partner as Executor of LiveEdit and being the Viewing Room Director for the production mentioned in the preamble.

§ 2 Rights of third parties

The client shall indemnify the contract partner upon the first request against all claims of third parties for any infringements of rights arising from the provision of the materials. The parties shall notify each other in writing without delay if claims are asserted against them.

§ 3 Copyrights; rights of use

In the event of acceptance of the concept, the contract partner shall grant the client a non-exclusive right of use to the concept, limited in time to the presentation of the creation. The contract partner has not the right to use the concept for other productions.

§ 4 Liability

- (1) In the event of a slightly negligent breach of duty, the liability of the contract partner and its vicarious agents shall be limited to the foreseeable, direct average damage typical for the contract. The contract partner and its vicarious agents shall not be liable for slightly negligent breaches of obligations that are not essential to the contract and whose breach does not jeopardize the performance of the contract. The above limitations of liability do not apply to claims arising from product liability. Furthermore, the limitations of liability shall not apply in the event of bodily injury or damage to health attributable to the contract partner or the event of loss of life of the client.
- (2) The employees provided to the contract partner by the client shall not be vicarious agents of the contractor but of the client. The contract partner's liability for the actions of these employees shall be determined in accordance with paragraph 1.

§ 5 Remuneration and payment modalities

- (1) The remuneration for this production is due as follows:

- 100% payment of the provided services till December 20, 2022 upon the bilaterally signed acceptance act and invoice.

- (2) If the client terminates the contract before acceptance and there is no case of refusal of acceptance, the contract partner shall be entitled to remuneration on a pro-rata basis in accordance with the services rendered up to the date of prevention, in any case in the amount of 25% in the event of termination up to four weeks prior to the date on which the service is to

be rendered (hereinafter referred to as "date of performance"), in the amount of 50% in the event of termination between four and two weeks prior to the date of performance and 100% in the event of termination from two weeks prior to the date of performance, unless the contracting parties provide other evidence in individual cases.

(3) All amounts are free of VAT as LiveEdit SAS provides the services to a foreign company.

(4) Services included in this contract:

LiveEdit System (euros) (excl. VAT)	€ 11.000,00
LiveEdit Support (euros) (excl. VAT)	€ 4.000,00
iPads (20 units) (euros) (excl. VAT)	€ 3.500,00
Viewing Room Director (euros) (excl. VAT)	€ 10.000,00

In total, for the supply of the LiveEdit System and iPads, and Viewing Room Director duty (all services included above) : **€ 28.500,00** - (twenty-eight thousand five hundred euros) (excl. VAT)

(5) Contract partner undertakes to provide the client with a certificate of tax residence for 2022 within 10 working days after the bilateral signature of the Agreement. Suppose the Contract partner does not provide the certificate of tax residence for 2022 within the period mentioned in this clause. In that case, the withholding tax payable to the state budget will be set off from the service price mentioned in this contract.

The Contract partner shall provide the Client the certificate of residency in order to avoid the double taxation in accordance with the Double Treaty Agreement between Republic of Armenia and Republic of France

§ 6 Service charges

1 x In- and Out- flight for two persons will be prepaid by the contracted partner and invoiced accordantly through the second invoice. (Bills will be attached)

In addition:

- Meals and accommodation for two persons are to be provided by the client.
- 2 single rooms in a 4-star+ hotel near the venue will be provided by the client.
- 2 meals per day (plus breakfast at the hotel) for two people will be provided by the client.

The client is responsible for organising necessary travel documents, such as VISA or possible work permits and covering the related costs.

§ 7 Force majeure

Neither of the parties shall be obliged to fulfil the contractual obligations if and as long as force majeure prevents the fulfilment. In particular, the following circumstances shall be considered force majeure in this sense:

- Fire/explosion for which neither party is responsible.
- Blockade, embargo, or industrial dispute not culpably caused by either party
- Technical problems, in particular of the internet, which either party cannot influence
- Problems of energy access (e.g., electricity access) which cannot be influenced by one party
- Epidemics
- Armed conflicts, wars

Suppose this contract is terminated due to force majeure. In that case, the contract partner shall be entitled to payment for the services provided up to that point or otherwise financially committed services (e.g., hiring of employees who can no longer be terminated).

§ 8 Confidentiality

This confidentiality agreement shall enter into force upon signature by the parties. Unless otherwise agreed, the obligations under this agreement shall apply in perpetuity.

§ 9 Photo & video recording & promotional purpose

The client agrees that the contract partner may take photos and/or videos associated with his work throughout the project's duration. These recordings are, for the first time, exclusively for internal use for work purposes (e.g. show corrections, adjustments, etc.).

The contract partner guarantees that these recordings will not be published and or passed on to third uninvolved persons without prior agreement in written or verbal form.

Recordings for later use on their own website or social media platforms will only be made after the public broadcast of the production and only those that reflect the work done by the contract partner. Appropriate credits will, of course, be provided.

§ 10 Labour law protection regulations

The parties have deliberately not used the possibility of concluding an employment contract. The parties do not intend this contract to circumvent labour law or protective regulations under labour law. The aim is to leave the contract partner full freedom of choice in the utilisation of its labour. The parties do not intend to create any personal, economic or social dependency beyond the scope of this contract.

§ 11 Not subject to instructions

(1) The contract partner shall not be subject to any instructions of the client in the performance of the activities assigned to it (freedom from instructions as to content). He is independent and completely free in the organisation of his activities (time, duration, type and place of work). However, special operational concerns in connection with his activities shall be considered.

(2) The contract partner shall not be bound by any specifications regarding the place of work or the working hours. Project-related framework specifications from the client shall be complied with, as shall technical specifications from the latter, insofar as these are necessary for the proper execution of the order.

(3) The contract partner shall also be entitled to reject individual orders from the client without stating reasons.

(4) The contract partner shall have no right to issue instructions to the client's employees.

§ 12 Data privacy

The processing and use of the contract partner's personal data shall only take place within the scope of the purpose of the contract. (e.g., storage of contact + tax data for invoicing, storage of information on previous cooperation in the company's own production & creative database and, if applicable, storage of biometric data for travel and accommodation bookings, forwarding of contact data to third parties as part of the PAX Lists project). The contract partner hereby gives its consent to the processing and use of its personal data in this sense.

§ 13 Final provisions

(1) The law of the Republic of Armenia shall apply.

(2) If the client is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be Armenia. The same shall apply if the client does not have a general place of jurisdiction in France or if the client's place of residence or habitual abode is unknown at the time the action is brought.

(3) Should individually provisions of the contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

_____, the _____

Paris, the 21/11/2022



Gutierrez

Client

P/O LiveEdit SAS
Julian GUTIERREZ BARRANCO
Contract partner