

## **COPYRIGHT TRANSFER AGREEMENT**

This agreement (the "Agreement") is entered into between Blasting Sagl, a Swiss limited liability company with registered offices in Bissone (Switzerland), via Collina 1/A, registered in the Canton of Ticino's commercial register under the number CHE-247.854.224 (the "Company"), and the registered partner using the online form at the following link: [www.blastingnews.com](http://www.blastingnews.com) (the "Author") and on the web pages that recall the registration form.

This Agreement regulates the transfer of the copy rights from the Author to the Company in relation to the creation and editing by the Author of articles, photo galleries, videos and/or audios on various topical issues – for example, economy and finance, motors, energy and environment, technology, sport, health, leisure, culture and entertainment, travels, opinions, etc. - (the articles, photo galleries, videos, audios, the "Editorial Content").

### **RECITALS**

**WHEREAS**, the Author intends to create the Editorial Content;

**WHEREAS**, such Editorial Content, of the Author's exclusive property, will be created and edited independently by the Author;

**WHEREAS, as a result**, the Author is the sole owner of any and all intellectual property rights, possessing their full and unlimited availability;

**WHEREAS**, the Company, through the online magazine "The Blasting News", is interested in such Editorial Content, and intends to publish it on its website [www.blastingnews.com](http://www.blastingnews.com) and its related sub-domains (the "Site").

**NOW, THEREFORE**, it is hereby agreed and stipulated as follows.

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#### **Art. 1. Purpose of This Agreement.**

- With this Agreement, the Author transfers to the Company the exclusive rights to publish on the Site his/her Editorial Content; with the insertion of the individual Editorial Content in the online magazine "The Blasting News", the Author automatically grants the Company the right and irrevocable and permanent authorization to publish, reproduce, modify, adapt, revise, transfer to and save on electronic media and translate his/her Editorial Content; to extract new articles on the basis of his/her Editorial Content, to incorporate his/her Editorial Content into other articles, to combine it with other articles to create collective works and of any other kind; to distribute, transfer, sub-license and in any case to exploit his/her Editorial Content (in whole or in part, and around the world) in any form, media or technology nowadays known or as henceforth developed (also through the resale of the same Editorial Content to other partner sites), for the entire duration of the existing copy rights for such Editorial Content.
- The Author accepts, without any exception or reservation and in all possible cases, that by inserting his/her Editorial Content in the online magazine "The Blasting News", other users can add comments

to his/her Editorial Content using all possible means, such as (including but not limited to) texts, photos, videos, tags, etc.

## **Art. 2. Author's Guarantees and Obligations.**

- The Author guarantees the accuracy and correctness of the individual Editorial Content, and by transferring the Editorial Content, guarantees it to be unaffected from any harassment or claim by third parties, and undertakes to refund the Company in the event of disputes.
- The Author declares to be the sole owner, creator and producer of the Editorial Content and all related on-demand rights, and that the publication, distribution, and all kinds of use of his/her Editorial Content do not violate the terms and conditions of this Agreement and any possible modification and/or subsequent amendments, and neither constitute damage to individual persons or legal entities or violate personal and/or intellectual property rights of third parties.
- For the duration of this Agreement and under the imposition of compensation for damages, the Author undertakes not to publish in any way or by any means Editorial Content identical or similar to the one for which this Agreement has been stipulated.
- The Author declares, guarantees and undersigns as follows: (i) that the Editorial Content is original and has never been published before on any other website; (ii) that the Author is the exclusive owner of the Editorial Content, or that he/she has in any way the right to grant its license; (iii) that the publication of the Editorial Content does not violate any applicable law, including the netiquette and rules that protect the rights of privacy, publicity, intellectual property, copyright, contract or any other right in relation to third parties, be they individual persons or legal entities; (iv) that none of the published information contradicts any law and/or regulation; (v) that the Author has obtained all necessary consents and waivers from all the people portrayed and/or filmed or which have taken part in the creation of the Editorial Content under whatever title, having the right to provide such permissions for the Editorial Content and its use by the Company; (vi) that the Editorial Content does not contain images taken unlawfully and/or improperly from people's private lives; and (vii) that the Author will abide by the "Operating Guidelines regarding Facebook Sharing Policies", as they may be modified from time to time and published on the Site.

## **Art. 3. Author's Responsibility.**

### *Author's Responsibility for the Editorial Content*

- The Author is the sole responsible for any damages resulting from infringement of copyright, trademark rights, trade secrets, publicity rights, other proprietary rights or any other damage resulting from such publication.
- The Author undertakes to indemnify and hold harmless the Company from any possible claim for damages received or any claim from a third party regarding the Editorial Content and undertakes to assist the Company in the defense of any claim and to refund the Company in case of disputes.

*Author's Responsibility for any damages resulting from failure to comply with applicable laws and this Agreement.*

- The Company is not in any way responsible for the Editorial Content, as proofreaders modify their content exclusively for errors or inaccuracies of grammatical nature.

#### **Art 4. Site and Platform.**

- In order to dispatch the Editorial Content, the Author shall subscribe and have access to the Site and the Platform <http://blaster.blastingnews.com> if the Author is resident in Italy or <http://write.blastingnews.com> if the Author is resident in a different country (respectively, the "Platform"). If the Platform is subjected to a change of url of reference for technical reasons, the Author shall be promptly informed.
- The access to the Site and to the Platform, and the use of services offered through the Site and the Platform (collectively, the "Services"), require the Author's acceptance and commitment to the full and exact compliance with the relative general terms and the relative terms of use contained in this Agreement.
- The registration to the Platform is null and void and the publication of the Editorial Content is not allowed in the event the Author (i) provides false or inaccurate data at the time of the registration; (ii) fails to keep the data updated; (iii) is under the age of 18, or, if the Author is a minor, his/her parents have failed to provide their consent; or (iv) commits a violation of any applicable law. With the simple use of the Platform, the Author declares and guarantees, under his/her responsibility: (a) that all the information provided during the registration process are true and accurate; (b) that he/she will keep the information updated; (c) to be at least 18 years of age (or, in case the Author is not 18 years of age, his/her parents have undertaken to give their consent); (d) that the use of the Site and Platform on his/her behalf does not violate any applicable law or regulation; (e) not to have been sentenced for sexual offenses and/or computer crimes and/or other crimes pertaining or related to the use of the Services; (f) not to be a competitor of the Company and not to act on behalf of any current or potential competitors of the Company; and (g) not to jeopardize in any way the security of the Company and its users.

#### **Art. 5. Modifications and Amendments.**

- The Author acknowledges that the Company may modify and amend this Agreement at any time by means of publication of the modifications on the Site; the Author agrees to take note, every time he/she accesses the Site, of the published Agreement, including any modifications and amendments, and after having taken note thereof, the Author (a) shall undertake to comply with it by accepting, through the provision of his/her online consent and the use of the Site and the Platform, all of the modifications and amendments possibly made to this Agreement, or (b) shall not accept these modifications and/or amendments, in which case this Agreement is considered terminated by the parties and the Author shall immediately cease use of the Site and the Platform.
- In case of acceptance by the Author of the contractual modifications referred to in the previous paragraph, by explicit agreement, the versions of this Agreement as updated and published from time to time on the Site, replace the previous versions, having the same novation effectiveness as previous versions. The Author does not have any claims in relation to any subsequent versions of this Agreement, neither in relation to revised expectations nor regarding the expectations provided for

therein and renounces in any case to advance any claim in this regard, *provided* that this Agreement, together with any subsequently published modifications, shall remain in full force for all the time the Author uses the Site and the Platform.

**Art. 6. Duration.**

- The duration of this Agreement shall be one year and the Agreement shall be renewed automatically from year to year.
- This Agreement and any subsequent modifications published on the Site and accepted by the Author shall remain in full force for all the time the Author uses the Site and the Platform. *It being understood* by the parties that the termination of this Agreement shall not in any way effect the licenses granted by the Author in favor of the Company, the guarantees and indemnities guaranteed by the Author in favor of the Company and the rights the Author has granted, transferred and/or approved to the Company pursuant to this Agreement.
- Either party may terminate this Agreement at any time, at no additional cost, by notice to be sent via email to the other.

**Art. 7. Compensation.**

- The activities described by this Agreement are remunerated based on the actual number of people who read the individual Editorial Content posted on the Site (collectively, the "Unique Users" or, individually, the "Unique User").
- The compensation is made public through the calculation table available on the site of "The Blasting News" at the following link: <http://www.blastingnews.com/compensation/>.
- The compensation is defined by the Company through a calculation of the average feedback in each category and can be updated at any time.
- The compensation is intended gross of any taxes and social security contributions possibly due, which remain entirely in the responsibility and at the cost of the Author.
- The compensation shall be paid at the Author's request, when achieving a minimum amount of 175.00 Brazilian Real (BRL), at the first payment date following the request by the Author, the former being scheduled and announced by the Company on the Site, and in any event within 60 days of the request by the Author.

**Art 8. Method for the Determination of the Compensation.**

- The period of survey of Unique Users for the establishment of the compensation is 30 calendar days; the time base for the definition of the Unique User is 30 days; as evaluation instrument for the establishment of the compensation based on the number of Unique Users serves the independent tool "Google Analytics" or other tools adopted by the Company.
- To increase the number of users who visit the individual Editorial Content, the Author may apply all the actions of web marketing and social sharing he/she deems most appropriate (promotion on Facebook, Twitter, Social Networks, Communities, Forums and Blogs, other web portals, Search Engine Marketing, etc.).

- Strict anti-fraud rules to counter misconduct aiming to unnaturally increase the number of Unique Users who read the individual Editorial Content are in force. Such are namely but not exclusively the use of spiders and robots that simulate the visit to the individual Editorial Content by users that do not exist, the adoption of shielding systems of IP to deceive the tools of detection, the use of unfair practices on social networks, communities, forums and other blogs with the aim of directing the user to the own Editorial Content by showing pictures and contents different from those actually published on the Site. To counter these phenomena, checks on the IP of access (not more than 1 Unique User can be generated from the same IP within 30 days; only the IP of the country where the Editorial Content was published are considered valid) and on the logs of the Editorial Content will be carried out. In the event abuses aimed at a false increase of the number of Unique Users related to the individual Editorial Content are detected, the Company reserves the right in its sole discretion not to pay the Author, in whole or in part, the economic compensation generated.

#### **Art 9. Method of Execution.**

- The Author shall operate autonomously, avoiding in any way to interfere with the organization of the Company, having been expressly forbidden to contact any of the staff of the Company. The need for cooperation by the Company staff (for example, for providing data and news, etc..) must be pointed out to the Company or the person in charge for the maintenance of operational contacts.
- The Author shall determine independently the execution of his/her Service, except for the possibility of consenting with the Company profitable methods for both parties compatible with the nature and purpose of the activity in question. The Author shall execute the Service expected in this Agreement with an organization of his/her own means, using his/her own resources, fully independently and without any subordination to the Company.

#### **Art. 10. Operating Rules.**

- Through the insertion of the related Editorial Content and working with the online magazine “The Blasting News”, the Author agrees to comply with the following rules of conduct:
  - He/she agrees not to insert, publish or transmit any Editorial Content in any manner that may violate or infringe in any way the rights of others, including defamatory statements, harassments, persecutions or threats against others.
  - He/she agrees not to insert, publish or transmit in any manner any Editorial Content that may be offensive to the online community, through expressions related to fanaticism, racism, insults, vulgarity or cruelty.
  - He/she agrees not to insert, publish or transmit any Editorial Content that contains or refers to pornography, pedophilia, incest, depravity, or that appears in any way obscene.
  - He/she agrees not to insert, publish or transmit in any manner any Editorial Content that violates the law or that could constitute a criminal offense or give rise to civil liability.
  - He/she agrees not to insert, publish or transmit any Editorial Content in any manner that recalls or provides information about illegal activities or deals with illegal activities in order to inspire, persuade, incite these illegal activities.

- He/she agrees not to insert, publish or transmit in any way any Editorial Content, which contains advertising or promotion of products or services, except with express approval of the Company.
- He/she agrees not to insert or publish any Editorial Content that has already been published, in any form, on a different website.
- He/she agrees not to insert, publish or transmit in any way any Editorial Content covering themes or topics not related to the themes of “The Blasting News”.
- He/she agrees not to impersonate other persons or legal entities, including Company employees, not to make false statements and not to incorrectly disclose his/her affiliation with other people or organizations.
- He/she agrees not to violate the privacy rights of other users, including the collection and storage of sensitive information of “The Blasting News” users or the publication of confidential information of third parties.
- He/she agrees not to insert, publish or transmit in any way any Editorial Content, software or other materials, which contains a virus or other harmful or deleterious elements.
- He/she agrees not to interfere with or damage the Company, “The Blasting News”, the Site or servers or networks connected to the Site, or violate any requirements, procedures, policies and rules of behavior of networks connected to the Site.
- He/she agrees not to insert, publish, send by mail or transmit in any manner any unrequested or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation.
- He/she agrees not to reproduce, duplicate, copy, sell, resell or distribute for commercial purposes, any part of “The Blasting News” and the Site without the prior written consent of the Company.
- He/she agrees not to insert, publish or transmit in any manner an Editorial Content protected by copyright, trademark rights, trade secrets, publicity rights or other proprietary right without the explicit authorization of the owner of such rights. The burden of proof that the Editorial Content is not protected by copyrights, trademark rights, trade secrets, publicity rights or other intellectual property remains with the Author, who is committed to ensure, before delivering the Editorial Content, that they are not protected by any kind of rights. *It being understood* by the parties that, if the Company finds that the Author has violated intellectual property rights or other rights of third parties, the Author (i) may be excluded from the production and publication of further Editorial Content for “The Blasting News” at the sole discretion of the Company, and (ii) he/she will lose the right to receive any kind of compensation for that Editorial Content that will result in infringement or presumed infringement of intellectual property rights or other rights of third parties.
- He/she agrees not to behave in any way that, in the sole discretion of the Company, restricts or inhibits any person from using the Site and “The Blasting News”.
- He/she agrees that in the Editorial Content no external websites may be linked to the Site, except in special cases for which specific approval by the Company Staff is requested. The Company



reserves the right (without entering into any commitment or obligation to do so) to monitor and review all links posted on the Site, and to proceed at any time, to their removal, elimination and cancellation from the Site, according to their discretionary evaluation, without there being the possibility of addressing to the Company any contestations or claims in this regard.

- The Company reserves the right, at its incontestable discretion, to remove or modify the Author's Editorial Content and to suspend the access to the Platform for any reason. The Company is not responsible for the Editorial Content submitted to "The Blasting News".
- The Company is entitled, without any reservation, to the final decision on the permanent removal of the Editorial Content from the Site.
- In the event that, for any reason, the Company decides to permanently remove the Editorial Content from the Site, such Editorial Content will be deleted, no backup copy or filing of the Editorial Content will be made and it will no longer be recoverable, *it being understood* that the Author will not be able to use the Editorial Content anywhere else.
- It is recommended but not mandatory to insert in the Editorial Content direct links to the internal sections of the Site or links to the other news published on "The Blasting News".

#### **Art. 11. Confidentiality.**

- During and for a period of 24 months after termination of this Agreement for any reason, the Author will comply in every case with the laws in force with regard to confidentiality restrictions on Company matters: in particular, it is in any case prohibited to the Author to disclose to third parties any information about Company matters that, during and in relation to this Agreement, may have come to his/her knowledge.

#### **Art. 12. Applicable Law.**

- This Agreement is ruled by Swiss law, without giving effect to the principles of conflict of laws. For matters not covered by this Agreement, the parties refer to the provisions of the applicable law hereto.

#### **Art. 13. Privacy Policy and Prohibition of Unfair Competition.**

- The Author is particularly aware of the applicability of the rules of Swiss law on the privacy policy, as regulated by the Federal Law on Data Protection (LPD) for all processing of data of individual persons and legal entities on the Site and in relation to the Platform, and of the applicability of the Swiss regulations against unfair competition, determined by the Act against Unfair Competition (AAUC) in general for publications on the Site and in relation to the Platform.

#### **Art. 14. Jurisdiction.**

- For any dispute between the parties arising from the interpretation, existence and validity of this Agreement the **Courts of Lugano, Switzerland** have exclusive jurisdiction.

**Art. 15. Translation of This Agreement.**

- For ease of reference of the Author, this Agreement has been translated into the Author's national language. In the event of a conflict or discrepancies of any kind between the English version of this Agreement and the Author's national language version, the English version shall prevail.

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For acceptance: *The Author confirms that he has read and understood the contents of this Agreement and, by clicking, gives his/her consent to the conclusion of this Agreement.*