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# Assignment of Exclusive Rights Agreement

*Aug. 9, 2024, 8:18 p.m.*

*This Assignment of Exclusive Rights Agreement (the "Agreement") is made and entered into on this Aug. 9, 2024, 8:18 p.m., by and between:*

*Freelancer: Dmitry Izvolsky Moscow*

*Crypto address: EQBPB0JbSmyT4LcWYyZcTF-cV-VvKId\_FLnahv9TnemPLrU\_*

*Client: Eli, CEO Autoproof, Tbilisi, Kostava 22*

*Crypto address: EQA9wpnDK5RGyRDWLYHmG0Nc9tj\_5XhnJILpvVHHT1aXPHee*

*Recitals:*

*WHEREAS, Freelancer is the owner of all rights, title, and interest in and to the work described as "Autoproof logotype " (the "Work"); WHEREAS, Client desires to acquire the exclusive rights to the Work;*

*NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:*

## *1. Assignment of Rights*

*1.1 Freelancer hereby assigns to Client all exclusive rights, title, and interest in and to the Work, including, but not limited to, the following rights:*

*The right to reproduce the Work;*

*The right to distribute copies of the Work;*

*The right to publicly display and perform the Work;*

*The right to create derivative works based on the Work;*

*Any and all other rights now or hereafter existing in the Work under the laws of any jurisdiction worldwide.*

## *2. Consideration*

*2.1 In consideration for the assignment of rights set forth herein, Client agrees to pay Freelancer the*

amount of 0.25 TON, payable upon the execution of this Agreement.

### 3. Representations and Warranties

#### 3.1 Freelancer represents and warrants that:

*Freelancer is the sole and exclusive owner of all rights, title, and interest in and to the Work;*

*The Work is original and does not infringe upon the rights of any third party;*

*Freelancer has full power and authority to enter into this Agreement and to assign the rights to the Work as set forth herein.*

### 4. Indemnification

*4.1 Freelancer agrees to indemnify, defend, and hold harmless Client from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of the representations and warranties made by Freelancer herein.*

### 5. Governing Law

*5.1 This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflicts of law principles.*

### 6. Entire Agreement

*6.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.*

### 7. Amendments

*7.1 This Agreement may be amended or modified only by a written instrument signed by both parties.*

### 8. Counterparts

*8.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.*

*IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.*

*The following direct link navigates to a proof. Blockchain explorers may verify this particular digital stamping. To see a proof in the blockchain navigate [here](#) and get detailed info and history.*

*Freelancer: Dmitry Izvolsky Moscow*

*Crypto address: EQBPB0JbSmyT4LcWYyZcTF-cV-VvKId\_FLnahv9TnemPLrU\_*

*Client: Eli, CEO Autoproof, Tbilisi, Kostava 22*

*Crypto address: EQA9wpnDK5RGyRDWLYHmG0Nc9tj\_5XhnJILpvVHHT1aXPHee*



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