

# AI-EVIDENT LLC

ai-evident.online

## COPYRIGHT PROTECTION SERVICES AGREEMENT

(end-to-end: monitoring · evidence collection · compensation recovery)

City: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**AI-Evident LLC**, an international technology platform for copyright protection, operating through **ai-evident.online**, hereinafter referred to as the "**Platform**", on the one part, and

Photographer: \_\_\_\_\_, Passport/ID:  
\_\_\_\_\_, Tax ID: \_\_\_\_\_, Address:  
\_\_\_\_\_, E-mail:  
\_\_\_\_\_, hereinafter referred to as the "**Author**", on the other part,

collectively referred to as the "**Parties**", have entered into this Agreement as follows:

### 1. SUBJECT MATTER AND STATUS OF PARTIES

**1.1.** The Platform provides the Author with an end-to-end suite of services for the protection of exclusive copyrights in photographic works (hereinafter "Photographs"): automated detection and documentation of infringements across the Internet, formation of an evidence base (pHash algorithms, HAR logs, Wayback Machine archives, WHOIS data), organisation of pre-trial settlement and judicial recovery of compensation.

**1.2. Sub-contractors.** The Platform may engage professional legal partners and attorneys in any jurisdiction to fulfil its obligations. The Platform is responsible for the competent selection of such partners but does not guarantee the outcome of their activities and bears no liability for decisions of courts or governmental authorities, nor for procedural acts of third parties acting within the scope of their professional licence. All interaction with legal partners is conducted exclusively by the Platform without disclosing their details to the Author.

**1.3. Exclusive Agent.** By signing this Agreement, the Author appoints the Platform as Exclusive Agent with full authority to perform all necessary legal and procedural actions to protect the Author's copyrights, including conducting negotiations with infringers and receiving recovered funds. The Author undertakes, upon written request of the Platform, to provide a notarially certified Power of Attorney of the required form within **10 (ten) business days** of such request.

**1.4.** The list of online resources to be monitored is set out in Annex No. 1.

**1.5. Reporting.** The Platform shall inform the Author of the progress of cases via the personal account at ai-evident.online no less than once per month. Reports shall contain summary information on the number of identified infringements, case statuses and recovery stages, without disclosing the personal details of infringers prior to completion of recovery proceedings.

### 2. FINANCIAL TERMS AND REVENUE DISTRIBUTION

**2.1. Activation Fee.** To activate the Author's profile and launch monitoring, the Author pays a one-time Activation Fee of **\$55 (fifty-five US dollars)**. The amount in local currency is calculated at the payment system rate at the time of the transaction. The Activation Fee is a charge for technical access and is **non-refundable**.

**2.2. Success Fee.** The Platform retains its commission exclusively from funds actually recovered from infringers. The Author bears no advance costs.

**2.3. Net Recovery Principle.** From the total amount recovered, the Platform's actual documented operational costs (court fees, postage, notarisation, expert reports) are deducted as first priority. The Platform independently determines the scope and advisability of advancing costs for each specific case. The remaining amount constitutes the "**Base (X)**" and is distributed as follows:

Party	Share	Amount
Author (Photographer)	<b>30%</b>	30% of Base X
AI-Evident LLC (Platform)	35%	35% of Base X
Legal Department	35%	35% of Base X
<b>TOTAL</b>	<b>100%</b>	<b>100% of Base X</b>

**In the event of pre-trial settlement, the Author's share increases to 47.5% of Base X.**

**Calculation Example (judicial recovery):**

Item	Amount
Total recovered from infringer	\$1,000
Platform's operational costs (example: court fee, notarisation)	- \$200
<b>Base X for distribution</b>	<b>\$800</b>
Author (30% of Base X = \$800)	<b>\$240</b>
Platform (35% of Base X = \$800)	\$280
Legal Department (35% of Base X = \$800)	\$280

**2.4. Receipt of Funds.** All funds recovered from infringers shall be credited **exclusively to the accounts of AI-Evident LLC**. The Platform independently receives, accounts for and distributes incoming funds. The Author may not accept any payments from infringers directly.

**2.5. Payment Timeline.** The Platform shall transfer the Author's share within **15 (fifteen) business days** of receipt of recovered funds in the Platform's account. This period may be extended in the event of additional compliance checks by correspondent banks or other circumstances beyond the Platform's control, with mandatory notification to the Author.

### 3. AUTHOR'S OBLIGATIONS AND PROHIBITIONS

**3.1. Prohibition on Separate Actions.** The Author is prohibited from: (a) negotiating with infringers regarding compensation without the Platform's prior written consent; (b) accepting payments from infringers directly; (c) engaging other specialists to work on the same infringements without the Platform's consent. Penalty for each violation: **\$1,500** plus payment to the Platform of 70% of any settlement amount reached.

**3.2. Provision of Materials.** The Author shall, upon the Platform's written request, provide original Photograph files (RAW/JPEG with EXIF metadata: date, time, camera model) within **3 (three) business days**, as well as documentary evidence of the market value of the Photographs to substantiate the claimed compensation.

**3.3. Settlement Agreements.** Execution by the Author of a settlement agreement with an infringer without the Platform's participation shall entail a penalty of **\$1,500** plus payment to the Platform of 70% of the amount of the settlement reached.

### 4. AUTHOR'S WARRANTIES AND LIABILITY

**4.1.** The Author warrants that: (i) the Author is the sole creator and rights holder of all Photographs submitted for monitoring; (ii) the exclusive rights have not been assigned, encumbered or disputed; (iii) the Author has not granted licences or permissions to any of the identified infringers.

**4.1.1. Exclusion of Infringer.** If it transpires during the proceedings that the Author had previously granted a licence to any identified infringer, that infringer shall be excluded from the proceedings without any claims against the Platform. The Platform's actual costs incurred in relation to that infringer (court fees, expert reports, postage) shall be reimbursed by the Author within 15 business days of presentation of supporting documents.

**4.2. Indemnification.** In the event that the Author provides false information regarding authorship or the existence of licences granted to infringers, the Author undertakes to fully indemnify the Platform for: all court costs and expenses awarded against the Platform; penalties imposed by third parties; and losses incurred by the Platform as a result of such unsuccessful proceedings. Additional penalty: **\$1,000** per case of false data provided, in addition to full indemnification of losses.

**4.3.** The Platform independently determines the economic viability of pursuing each specific infringer and reserves the right to decline to pursue a case without providing reasons.

**4.4. Force Majeure.** The Parties are released from liability upon the occurrence of force majeure circumstances, including: Internet blockages, governmental restrictions on online services and APIs, sanctions, natural disasters. The Party invoking force majeure shall notify the other Party within 5 business days. The penalties under clauses 3.1 and 4.2 are not limited by force majeure.

### 5. TAXATION AND PERSONAL DATA

#### 5.1. Tax Obligations

**5.1.1.** The Parties independently bear full responsibility for the calculation, declaration and payment of all taxes and levies in their respective jurisdictions. The Platform is not a tax agent of the Author in any country.

**5.1.2.** The Platform transfers the Author's share (30% of Base X) in full — "**gross**" (without withholding any taxes or levies), unless otherwise expressly required by the mandatory legislation of the Republic of Georgia. The Author confirms that the Author will independently declare the income received in the country of the Author's tax residence and pay all applicable taxes and levies thereon.

**5.1.3.** Should the Platform receive any tax claims from authorities in connection with payments to the Author, the Author undertakes to fully reimburse the Platform for all related costs, penalties and losses.

## **5.2. Personal Data (GDPR)**

**5.2.1.** By signing this Agreement, the Author gives explicit, informed and voluntary consent to the processing, storage and cross-border transfer of the Author's personal data by AI-Evident LLC exclusively for the purposes of performing this Agreement.

**5.2.2.** The Platform processes the Author's personal data in accordance with international data protection standards, including the GDPR (EU Regulation 2016/679) and equivalent norms of applicable jurisdictions. Processing purposes: Author identification, Agreement performance, payment of remuneration, conduct of copyright protection proceedings.

**5.2.3.** The Platform does not transfer the Author's personal data to third parties, except where necessary to perform the Agreement (legal partners, payment systems, governmental authorities as required by law). All engaged parties are bound by confidentiality obligations no less stringent than this Agreement.

**5.2.4.** The Author may request access to their data, its rectification, restriction of processing or erasure by sending a written request to **info@ai-evident.online**. Response period: 30 calendar days. Erasure of data is not possible during the term of the Agreement and for 3 years following its termination to the extent necessary to fulfil legal obligations.

## **6. CONFIDENTIALITY**

**6.1.** The terms of this Agreement are confidential. The confidentiality period is 3 years following termination of the Agreement.

**6.2.** The Platform's pHash algorithms, source code, databases and methodology constitute trade secrets. Unauthorised disclosure or use shall entail a penalty of **\$5,000** plus full indemnification of losses.

## **7. TERM AND TERMINATION**

**7.1.** This Agreement enters into force upon acceptance (registration on the Platform and payment of the Activation Fee) and remains in effect until all obligations have been fully performed.

**7.2.** Termination is effected by written notice 15 business days in advance. Work on commenced cases continues until their completion; remuneration is paid upon actual receipt of recovered funds.

**7.3.** The Platform reserves the right to suspend the Author's profile access or terminate this Agreement unilaterally upon the Author's breach of Sections 3 or 4 of this Agreement.

## 8. DISPUTE RESOLUTION AND GOVERNING LAW

**8.1.** This Agreement is governed by the principles of international trade law (UNIDROIT, UNCITRAL). In matters not regulated by the Agreement and the said principles, the legislation of the Republic of Georgia, as the country of the Platform's registration, shall apply.

**8.2.** All disputes are subject to mandatory pre-trial settlement by negotiation. Claims shall be submitted to **info@ai-evident.online**. Response period: 30 calendar days from receipt of the claim.

**8.3.** Should pre-trial settlement fail, disputes shall be submitted to the courts of the Republic of Georgia at the place of the Platform's registration.

## 9. DETAILS AND SIGNATURES OF THE PARTIES

THE PLATFORM	THE AUTHOR (PHOTOGRAPHER)
<b>AI-Evident LLC</b> International Technology Platform Website: ai-evident.online E-mail: info@ai-evident.online Bank: _____ IBAN: _____ SWIFT/BIC: _____ Signature: _____ / AI-Evident LLC / Date: _____, 20__	Full name: _____ Passport/ID: _____ Tax ID: _____ Address: _____ E-mail: _____ Phone: _____ Signature: _____ / _____ / Date: _____, 20__

**ANNEX No. 1**

to the Copyright Protection Services Agreement  
dated \_\_\_\_\_, 20\_\_

**LIST OF ONLINE RESOURCES FOR MONITORING**

No	Portfolio URL / Resource	Notes
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Platform: \_\_\_\_\_ / AI-Evident LLC /  
\_\_\_\_\_, 20\_\_

Author: \_\_\_\_\_ /  
\_\_\_\_\_, 20\_\_