

CONTRACT FOR ACCESS TO RESERVED AREA FOR THE USE OF PHOTOGRAPHIC  
ARTWORKS OF THE DIGITAL PHOTOGRAPHIC ARCHIVE ARALDO DE LUCA SAS

**Preamble:**

This agreement is a contract entered into by **Araldo De Luca s.a.s.** (hereinafter, for the sake of brevity, referred to as the “Licensor” or “ADL”, registered office in Rome, Via Antonio Garbasso 19, 00146, VAT number 03591561000), and.....registered office.....

VAT number/tax code.....(hereinafter, for the sake of brevity, referred to as the Licensee) (hereinafter, together, the Contractors): in order to obtain a Password which allows access to the Reserved Area of the digital photographic Archive on the [www.araldodeluca.com](http://www.araldodeluca.com) site (hereinafter, for the sake of brevity, referred to as the “Site”) and to download Photographic Works (hereinafter, for the sake of brevity, referred to as the “Photographic Artworks”), of the photographer Araldo De Luca which are part of the same. It implies the acceptance of the Terms regarding the Conditions of Use of the Site and the License Contract of the Photographic Artworks, of which it is an integral part.

To execute the contract, the Licensee undertakes to print this contract and to send it by fax to fax number: +39.06.70452570) and by post to Araldo De Luca s.a.s., via Antonio Garbasso 19, 00146 Roma, initialed on each page and signed in full at the end.

**In regard of the preamble, that is an integral part of this Agreement, the Contractors agree the subsequent conditions:**

1. The Photographic Artworks contained in the digital photographic Archive are the property of ADL and are protected by copyright. The way in which the Licensee may use the Photographic Artworks contained in the digital photographic Archive is limited by this agreement and is established before of any use or access.
2. To obtain the Photographic Artworks for layouts or in high resolution, the user must register with the Site and sign this contract.
3. By virtue of such, ADL will provide the Licensee with a Password, the use of which is strictly personal; ADL therefore prohibits its communication to third parties. The Password grants access to a Reserved Area in which Orders can be made and Photographic Artworks can be downloaded.
4. To make an Order, the Licensee must complete the Order Form on the [www.araldodeluca.com](http://www.araldodeluca.com) Site and specify the Conditions of Use for each Photographic Artwork requested. In order to be able to download the high resolution Photographic Artworks, the user has to confirm the Conditions of Use previously indicated and agreed. When the Photographic Artworks are downloaded, the Conditions of Use are sent by e-mail to the Licensor and to the Licensee for information and are an integral part of said contract.
5. The Photographic Artworks may be used exclusively in observance of the limitations and conditions established during the course of negotiations. Said conditions are shown in the Order Form and subsequently in the Conditions of Use which will be an integral part of the subsequent contract.
6. ADL prohibits the use of each single Photographic Artwork beyond that which has been established in the Conditions of Use agreed in writing between the Parties (Order Form completed in the user’s Reserved Area on the Site). Therefore, if the provisions of this

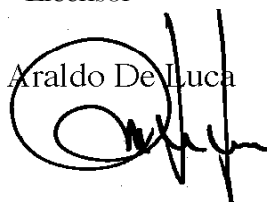
agreement are breached, ADL shall consider itself free to take action against the Licensee as regards any illegitimate use and/or reproduction of the Photographic Artworks by third parties.

7. The Photographic Artworks may not, in any event, be ceded to third parties.
8. The Licensee undertakes to destroy the digital files of the Photographic Artworks under the License Contract
9. In accordance with in force law on copyright, ADL prohibits any alteration or manipulation of the Photographic Artworks. The Licensee undertakes to include the credit [www.araldodeluca.com](http://www.araldodeluca.com) or Araldo De Luca alongside any Photographic Artwork published and to send ADL a copy of the publications in which the Photographic Artworks are used.
10. The fee for the right of use will be calculated on the basis of the information contained in the Conditions of Use of each single Photographic Artwork completed by the Licensee at the time of the Order, agreed with the Licensors in writing and confirmed by the Licensee when downloaded.
11. An invoice will be issued when the selected Photographic Artworks are placed in the Reserved Area assigned to the Licensee and must be paid on demand unless otherwise agreed written by the Parties.
12. The personal details and information provided to ADL at the time of registration will be handled in respect of the regulations and obligations regarding confidentiality under Legislative Decree "Protection of persons and other parties with respect to the handling of personal details"
13. All correspondence and the above-mentioned requests for authorization must be made in writing to the following address: Araldo De Luca s.a.s., Roma 00146, Via Antonio Garbasso, 19 or by fax to number +39.06.70452570
14. The Contractors agree that for any dispute should rise consequently to this Agreement, it will be assigned to the jurisdiction of the Court of Rome.

Date

Licensors

Araldo De Luca



Licensee

**[ if it's a Corporate body, Company or Association it's necessary to indicate in extenso the name of the Company and the name of the legal representative pro tempore that have to subscribe the Agreement]**

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