Electronically Filed
Docket: 25-CCB-0527
Document: 25
Filing Date: 10/19/2026 09:34:57 AM EDT

EXHIBIT 1

The Photograph, "The National Palace of Culture in Sofia"
(final image file), with the camera data recorded in the file

SOFIA

EXHIBIT 1: CAMERA DATA RECORDED IN THE PHOTOGRAPH FILE

The following values are read from the EXIF metadata embedded in the file "The National Palace of Culture in Sofia (work).jpg" (2048 x 1266 pixels), which was produced in discovery.

Camera: NIKON CORPORATION, NIKON D850 (body serial number 6014801)

Lens: 24.0-70.0 mm f/2.8; focal length 36 mm

Date and time taken (DateTimeOriginal): 2018:10:13 19:25:01, i.e. October 13, 2018, 7:25:01 p.m.

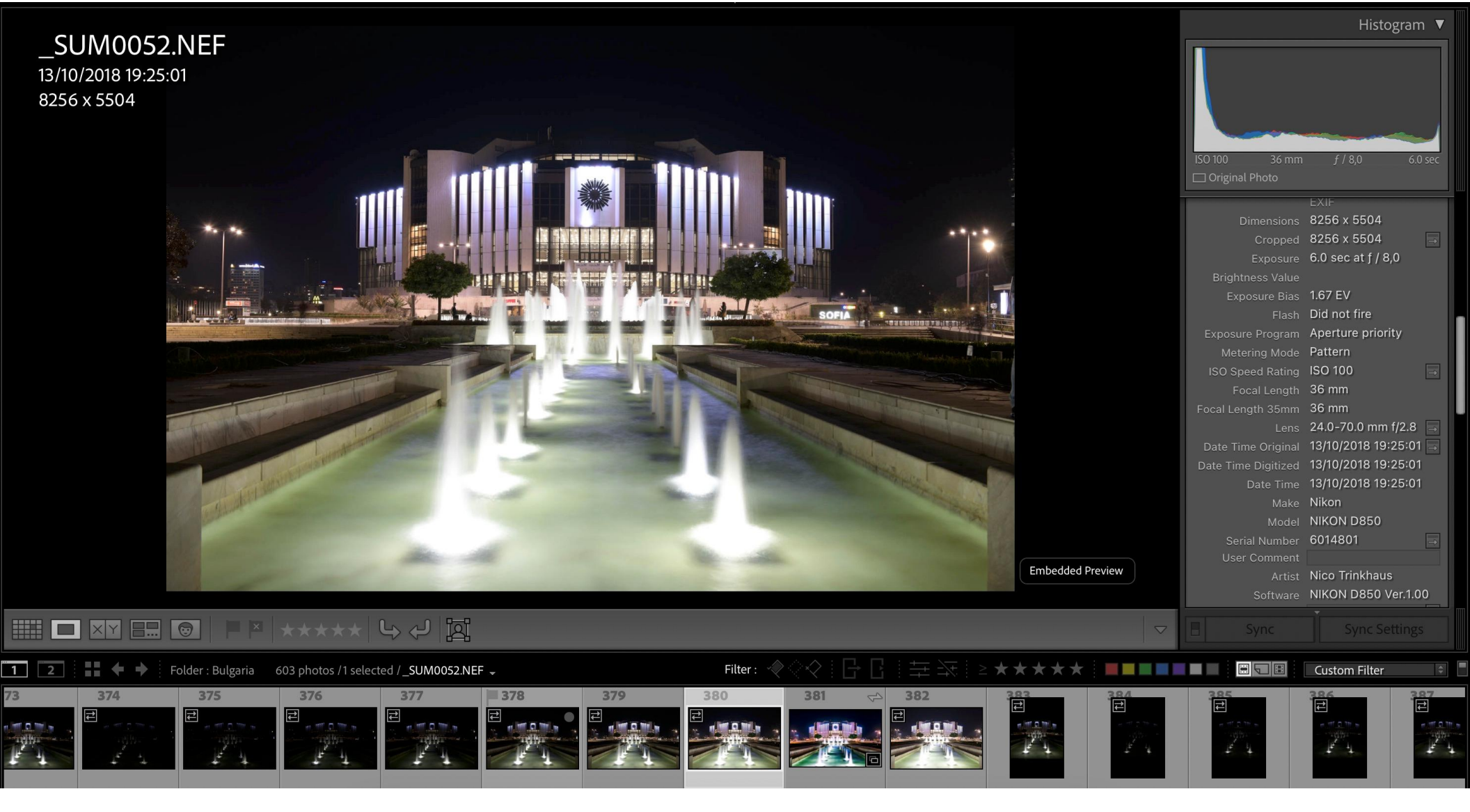
Exposure: 6 seconds; aperture f/8; ISO 100; exposure program: aperture priority; exposure compensation +1 2/3 EV

Processed with: Adobe Photoshop Lightroom Classic 7.2; file last modified 2018:10:17 20:46:20, i.e. October 17, 2018

Artist: Nico Trinkhaus

EXHIBIT 2

Unprocessed raw image and finished Photograph


_SUM0052.NEF
13/10/2018 19:25:01
8256 x 5504
SOFIA
Embedded Preview
Histogram
ISO 100
36 mm
ƒ / 8,0
6.0 sec
Original Photo
EXIF
Dimensions 8256 x 5504
Cropped 8256 x 5504
Exposure 6.0 sec at ƒ / 8,0
Brightness Value
Exposure Bias 1.67 EV
Flash Did not fire
Exposure Program Aperture priority
Metering Mode Pattern
ISO Speed Rating ISO 100
Focal Length 36 mm
Focal Length 35mm 36 mm
Lens 24.0-70.0 mm f/2.8
Date Time Original 13/10/2018 19:25:01
Date Time Digitized 13/10/2018 19:25:01
Date Time 13/10/2018 19:25:01
Make Nikon
Model NIKON D850
Serial Number 6014801
User Comment
Artist Nico Trinkhaus
Software NIKON D850 Ver.1.00
Sync
Sync Settings
Folder : Bulgaria
603 photos /1 selected / _SUM0052.NEF
Filter :
Custom Filter
373
374
375
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386
387


_SUM0052.tif
13/10/2018 19:25:01
7969 x 4925
SOFIA
Histogram
ISO 100
36 mm
ƒ / 8,0
6.0 sec
Original Photo
EXIF
Dimensions 7969 x 4925
Cropped 7969 x 4925
Exposure 6.0 sec at ƒ / 8,0
Brightness Value
Exposure Bias 1.67 EV
Flash Did not fire
Exposure Program Aperture priority
Metering Mode Pattern
ISO Speed Rating ISO 100
Focal Length 36 mm
Focal Length 35mm 36 mm
Lens 24.0-70.0 mm f/2.8
Date Time Original 13/10/2018 19:25:01
Date Time Digitized 13/10/2018 19:25:01
Date Time 17/10/2018 20:41:07
Make Nikon
Model NIKON D850
Serial Number 6014801
User Comment
Artist Nico Trinkhaus
Software NIKON D850 Ver.1.00
Sync
Sync Settings
Folder : Bulgaria
603 photos /1 selected / _SUM0052.tif
Filter :
Custom Filter
74
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EXHIBIT 3

Certificate of Registration VA 2-137-965, effective December 31, 2018

Registration Number

VA 2-137-965

Effective Date of Registration:
December 31, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: October 01, 2018 to December 25, 2018

Title

Title of Group: Nico Trinkhaus Body of work Quarter 4 of 2018
Number of Photographs in Group: 12

- **Individual Photographs:** Vilnius Church of St. Anne, Liechtenstein Castle, Lisbon Castle Defense, The National Palace of Culture in Sofia, Singapore Helix, Alexander Nevsky Cathedral in Sofia, Dolomites Misurina Football Pitch,
  Published: October 2018

- **Individual Photographs:** Sofia Mountain Panorama, Sofia Ivan Vazov National Theatre, Munich Skyline Olympiaturm,
  Published: November 2018

- **Individual Photographs:** Erfurt Kramerbrucke, Vilnius Christmas,
  Published: December 2018

Completion/Publication

Year of Completion: 2018
Earliest Publication Date in Group: October 01, 2018
Latest Publication Date in Group: December 25, 2018
Nation of First Publication: Germany

Author

- **Author:** Nico Trinkhaus
  Author Created: photographs
  Domiciled in: Germany

Copyright Claimant

Copyright Claimant: Nico Trinkhaus
Schlieperstraße 27, Berlin, 13507, Germany

EXHIBIT 4

Distributor Agreement, Nico Trinkhaus to Sumvest Ltd (C1A),
June 30, 2020

Vertrag

zwischen

Nico Trinkhaus, wohnhaft in Schlieperstraße 27, 13507 Berlin, Deutschland, geboren am 28.01.1988

und

Sumvest Ltd, 2 Stratigou Makrygianni, 3022 Limassol, Zypern

vertreten durch den Geschäftsführer Robert Homem.

1.
Lizenzerteilung. Herr Trinkhaus gewährt hiermit ein weltweites, exklusives Recht zur Vermarktung und Unterlizenzierung, aller Fotos, die er je angefertigt hat an Sumvest Ltd, insbesondere sie zu kopieren, zu reproduzieren, darzustellen, zu übertragen, zu senden, zu modifizieren, zu verändern, abgeleitete Werke zu erstellen und zu veröffentlichen.

Dazu gehören auch alle Fotografien, die nach der Unterzeichnung dieses Vertrages bis zur Beendigung des Vertrages entstehen.

2.
Tantiemen. Sumvest Ltd. wird an Herrn Trinkhaus Tantiemen in Höhe von 10% der Brutto-Lizenzgebühr zahlen. Unter "Brutto-Lizenzgebühr" versteht man (a) den Betrag, den Sumvest Ltd. oder eine Vertriebsgesellschaft jedem ihrer Kunden in Rechnung stellt, und (b) den Betrag, der von einem Dritten, der das Urheberrecht verletzt hat, im Zusammenhang mit einer Urheberrechtsklage zurückerstattet wird, wobei beide um die Kosten Dritter, die zur Erlangung der Zahlung erforderlich sind (z.B. Gebühren für Gerichtsverfahren, Rechtsbeistand, Druck), reduziert werden.

Contract

between

Nico Trinkhaus, residing in Schlieperstraße 27, 13507 Berlin, Germany, born on 28.01.1988

and

Sumvest Ltd, 2 Stratigou Makrygianni, 3022 Limassol, Cyprus

represented by director Robert Homem.

1.
License Grant. Mr. Trinkhaus herewith grants a worldwide, exclusive right to market and sublicense the right to copy, reproduce, display, transmit, broadcast, modify, alter, create derivative works of and publish the whole or part of all photographs he has ever taken to Sumvest Ltd.

This includes also all photographs that will be created after signing this contract until the contract is terminated.

2.
Royalties. Sumvest Ltd. will pay royalties to Mr. Trinkhaus in the amount of 10% of the Gross Licensing Fee. **"Gross Licensing Fee"** means (a) the amount charged by Sumvest Ltd or a Distributor to each of their Clients and (b) the amount recovered from a third party infringer in connection with a copyright claim, both being reduced by any third party costs required to obtain the payment (such as fees for court procedures, legal counsel, printing).

3.

Recht auf Durchsetzung der Urheberrechte. Die Sumvest Ltd hat das Recht, nach bestem kaufmännischen Ermessen zu bestimmen, ob und in welchem Umfang gegen Dritte wegen unberechtigter Verwendung der Fotografien vorzugehen ist. Herr Trinkhaus verpflichtet sich, der Sumvest Ltd und den Vertriebspartnern eine angemessene Zusammenarbeit zu gewähren und die Mitarbeit in diesen Ansprüchen nicht unangemessen zurückzuhalten oder zu verzögern. Die Sumvest Ltd wird keinen Vergleich eingehen, der das Eigentum von Herrn Trinkhaus an den Urheberrechten an den Fotografien beeinträchtigt ohne seine vorherige schriftliche Zustimmung. Die Sumvest Ltd wird Herrn Trinkhaus Tantiemen auf alle Vergleiche zahlen, die sie aus Ansprüchen erhält. Falls die Sumvest Ltd beschließt, einen Anspruch nicht zu verfolgen, hat Herr Trinkhaus selbst das Recht, diesen zu verfolgen.

3.

Right to Control Claims. Sumvest Ltd shall have the right to determine, using its best commercial judgment, whether and to what extent to proceed against any third party for any unauthorized use of the photographs. Mr. Trinkhaus agrees to provide reasonable cooperation to Sumvest Ltd and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. Sumvest Ltd will not enter into any settlement that will compromise Mr. Trinkhaus' ownership of the copyright in the photographs without his prior written consent. Sumvest Ltd will pay Mr. Trinkhaus Royalties on any settlements it receives from claims. If Sumvest Ltd elects not to pursue a claim, Mr. Trinkhaus will have the right to pursue it.

4.

Zuvor erteilte Lizenzen. Alle Lizenzen, die von Herrn Trinkhaus zuvor einer Partei erteilt wurden, bleiben gültig. Herr Trinkhaus überweist jede weitere Brutto-Lizenzgebühr, die er selbst erhalten hat, an die Sumvest Ltd, abzüglich seiner Tantiemen.

Dies schließt auch die derzeit laufenden Gerichtsverfahren ein. Für jede Urheberrechtsverletzung, die Herrn Trinkhaus zum Zeitpunkt der Unterzeichnung dieses Vertrages bekannt ist, räumt ihm die Sumvest Ltd das Recht ein, die Ansprüche zu verfolgen, unter dem Vorbehalt, dass die erstrittenen Beträge abzüglich der Tantiemen an die Sumvest Ltd überwiesen werden.

Daher soll Sumfinidade Lda vor der Einleitung rechtlicher Schritte mit Herrn Trinkhaus bestätigen, dass es keine vorherige Lizenzierung vorliegt.

4.

Previously granted licenses. Any licenses that have been previously granted by Mr. Trinkhaus to any party, shall remain valid. Mr. Trinkhaus will transfer any further Gross Licensing Fee that he received himself to Sumvest Ltd, deducted by his royalties.

This also includes currently ongoing Legal Procedures. For any copyright infringement that Mr. Trinkhaus is aware of in the moment of signing this contract, Sumvest Ltd grants him the right to pursue the claims, subject to the amounts recovered being transferred to Sumvest Ltd, minus the Royalties.

Therefore Sumfinidade Lda shall confirm with Mr. Trinkhaus whether a potential copyright infringement was previously licensed before initiating any legal action.

A M.F

5.
Persönlicher Gebrauch. Auf nicht-exklusiver Basis darf Herr Trinkhaus die Fotografien zur Bewerbung oder Dokumentation seiner Person und seiner Arbeit verwenden, vorausgesetzt, dass diese Verwendungen nicht mit den der Sumvest Ltd gemäß diesem Vertrag gewährten Rechten konkurrieren oder diese einschränken.

5.
Personal Use. On a non-exclusive basis, Mr. Trinkhaus may use the photographs for promoting or documenting himself and his work, provided that these uses do not compete with or limit the rights granted to Sumvest Ltd under this contract.

6.
Urhebernennung und moralische Rechte. Unter Verwendung des von Herrn Trinkhaus zur Verfügung gestellten Form zur Namensnennung unternimmt die Sumvest Ltd wirtschaftlich angemessene Anstrengungen, ihn als Urheber der Fotografien zu nennen, haftet jedoch nicht für mangelnden Urhebernennung.

6.
Credit and moral rights. Using the credit line supplied by Mr. Trinkhaus, Sumvest Ltd shall use commercially reasonable efforts to credit him as the source of the photographs, but shall have no liability for lack of credit.

Für die Zwecke dieses Abkommens bedeutet "moralische Rechte" alle nicht übertragbaren und nicht lizenzierbaren Rechte, die dem ursprünglichen Urheber des akzeptierten Inhalts gehören und die in den verschiedenen Ländern in unterschiedlichem Maße automatisch durch die Gesetzgebung übertragen werden, wozu die folgenden Rechte und alle Rechte ähnlicher Art gehören (a) das Recht, als Urheber identifiziert zu werden; (b) das Recht, Einspruch gegen eine irreführende Veränderung der Fotografien zu erheben; und (c) das Recht, die Fotografien vom Markt zu nehmen.

For the purposes of this Agreement, "Moral Rights" means all non-transferable and non-licensable rights belonging to the original creator of Accepted Content that are automatically conferred by legislation to varying degrees in different countries, which shall include the following rights and all rights of a similar nature: (a) the right to be identified as the creator; (b) the right to object to misrepresentative modification of the photographs; and (c) the right to withdraw the photographs from the market.

Alle moralischen Rechte verbleiben bei Herrn Trinkhaus. Im Zusammenhang mit einem Urheberrechtsanspruch hat die Sumvest Ltd das Recht, eine Entschädigung für die Verletzung der moralischen Rechte von Herrn Trinkhaus zu verlangen, und jeder in diesem Zusammenhang erhaltene Betrag fällt unter die Tantienemregelung.

All Moral Rights shall remain with Mr. Trinkhaus. In connection to a copyright claim, Sumvest Ltd shall have the right to seek renumeration for the violation of the Moral Rights of Mr. Trinkhaus and any recovered amount in this regards shall be subject to Royalties.

7.
Kündigung. Jede Partei kann diesen Vertrag kündigen, indem sie der anderen Partei mindestens 30 Tage vor dem Kündigungstermin eine schriftliche Mitteilung macht.

7.
Termination. Either party may terminate this contract by giving the other party a written notice at least 30 days prior to the termination date.

Nach der Kündigung dieses Vertrags bleiben alle nicht abgelaufenen Lizenzen der Fotografien in Kraft.

8.
Geltendes Recht. In Streitigkeiten gilt deutsches Recht und die Parteien vereinbaren den Gerichtsstand Berlin, Deutschland.

Lissabon, den 30. Juni 2020

Nico Trinkhaus

Robert Homem für Sumvest Ltd

Following termination of this agreement, all unexpired licenses of the photographs shall remain in effect.

8.
Governing Law. In the event of any disputes, German law shall apply and the parties agree on the place of jurisdiction in Berlin, Germany.

Lisbon 30 June 2020

Nico Trinkhaus

Robert Homem on behalf of Sumvest Ltd

EXHIBIT 5

Distributor Agreement, Sumvest Ltd to Sumfinidade Unipessoal LDA (C1B), June 30, 2020

Vertrag

zwischen

Sumvest Ltd, 2 Stratigou Makrygianni, 3022 Limassol, Zypern

vertreten durch den Geschäftsführer Robert Homem

und

Sumfinidade Unipessoal Lda (Zona Franca da Madeira), Rua dos Ilhéus, N.º 6 9000-176 Funchal, Portugal (fortan: Sumfinidade Lda)

vertreten durch den Geschäftsführer Nico Trinkhaus

betreffend der Nutzungsrechte von

Nico Trinkhaus, wohnhaft in Schlieperstraße 27, 13507 Berlin, Deutschland, geboren am 28.01.1988.

1.
Lizenzerteilung. Sumvest Ltd gewährt hiermit ein weltweites, exklusives Recht zur Vermarktung und Unterlizenzierung, aller Fotos, die Herr Nico Trinkhaus je angefertigt hat an Sumfinidade Lda, insbesondere sie zu kopieren, zu reproduzieren, darzustellen, zu übertragen, zu senden, zu modifizieren, zu verändern, abgeleitete Werke zu erstellen und zu veröffentlichen.

Dazu gehören auch alle Fotografien von Herrn Trinkhaus, die nach der Unterzeichnung dieses Vertrages bis zur Beendigung des Vertrages entstehen.

Contract

Between

Sumvest Ltd, 2 Stratigou Makrygianni, 3022 Limassol, Cyprus

represented by director Robert Homem

and

Sumfinidade Unipessoal Lda (Zona Franca da Madeira), Rua dos Ilhéus, N.º 6 9000-176 Funchal, Portugal (hereinafter: Sumfinidade Lda)

represented by director Nico Trinkhaus

regarding the copyright of

Nico Trinkhaus, residing in Schlieperstraße 27, 13507 Berlin, Germany, born on 28.01.1988.

1.
License Grant. Sumvest Ltd herewith grants a worldwide, exclusive right to market and sublicense the right to copy, reproduce, display, transmit, broadcast, modify, alter, create derivative works of and publish the whole or part of all photographs Mr. Nico Trinkhaus has ever taken to Sumfinidade Lda.

This includes also all photographs that will be created by Mr. Trinkhaus after signing this contract until the contract is terminated.

2.

Tantiemen. Sumfinidade Lda wird an Sumvest Ltd Tantiemen in Höhe von 15% der Brutto-Lizenzgebühr zahlen. Unter "Brutto-Lizenzgebühr" versteht man (a) den Betrag, den Sumfinidade Lda oder eine Vertriebsgesellschaft jedem ihrer Kunden in Rechnung stellt, und (b) den Betrag, der von einem Dritten, der das Urheberrecht verletzt hat, im Zusammenhang mit einer Urheberrechtsklage zurückerstattet wird, wobei beide um die Kosten Dritter, die zur Erlangung der Zahlung erforderlich sind (z.B. Gebühren für Gerichtsverfahren, Rechtsbeistand, Druck), reduziert werden.

2.

Royalties. Sumfinidade Lda will pay royalties to Sumvest Ltd in the amount of 15% of the Gross Licensing Fee. **"Gross Licensing Fee"** means (a) the amount charged by Sumfinidade Lda or a Distributor to each of their Clients and (b) the amount recovered from a third party infringer in connection with a copyright claim, both being reduced by any third party costs required to obtain the payment (such as fees for court procedures, legal counsel, printing).

3.

Recht auf Durchsetzung der Urheberrechte. Die Sumfinidade Lda hat das Recht, nach bestem kaufmännischen Ermessen zu bestimmen, ob und in welchem Umfang gegen Dritte wegen unberechtigter Verwendung der Fotografien vorzugehen ist. Sumvest Ltd verpflichtet sich, der Sumfinidade Lda und den Vertriebspartnern eine angemessene Zusammenarbeit zu gewähren und die Mitarbeit in diesen Ansprüchen nicht unangemessen zurückzuhalten oder zu verzögern. Die Sumfinidade Lda wird keinen Vergleich eingehen, der das Eigentum von Herrn Trinkhaus an den Urheberrechten an den Fotografien beeinträchtigt ohne seine vorherige schriftliche Zustimmung. Die Sumfinidade Lda wird Sumvest Ltd Tantiemen auf alle Vergleiche zahlen, die sie aus Ansprüchen erhält. Falls die Sumfinidade beschließt, einen Anspruch nicht zu verfolgen, hat Sumvest Ltd und/oder Herr Trinkhaus selbst das Recht, diesen zu verfolgen.

3.

Right to Control Claims. Sumfinidade Lda shall have the right to determine, using its best commercial judgment, whether and to what extent to proceed against any third party for any unauthorized use of the photographs. Sumvest Ltd agrees to provide reasonable cooperation to Sumfinidade Lda and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. Sumfinidade Lda will not enter into any settlement that will compromise Mr. Trinkhaus' ownership of the copyright in the photographs without his prior written consent. Sumfinidade Lda will pay Sumvest Ltd Royalties on any settlements it receives from claims. If Sumfinidade Lda elects not to pursue a claim, Sumvest Ltd and/or Mr. Trinkhaus will have the right to pursue it.

4.

Zuvor erteilte Lizenzen. Alle Lizenzen, die von Herrn Trinkhaus und/oder Sumvest Ltd zuvor einer Partei erteilt wurden, bleiben gültig. Sumvest Ltd überweist jede weitere Brutto-Lizenzgebühr, die sie selbst erhalten hat, an die Sumfinidade Lda, abzüglich ihrer Tantiemen.

4.

Previously granted licenses. Any licenses that have been previously granted by Mr. Trinkhaus and/or Sumvest Ltd to any party, shall remain valid. Sumvest Ltd will transfer any further Gross Licensing Fee that it received itself to Sumfinidade Lda, deducted by the royalties.

Dies schließt auch die derzeit laufenden Gerichtsverfahren ein. Für jede Urheberrechtsverletzung, die Herrn Trinkhaus oder Sumvest Ltd zum Zeitpunkt der Unterzeichnung dieses Vertrages bekannt ist, räumt ihm die Sumfinidade Lda das Recht ein, die Ansprüche zu verfolgen, unter dem Vorbehalt, dass die erstrittenen Beträge abzüglich der Tantiemen an die Sumfinidade Lda überwiesen werden.

This also includes currently ongoing Legal Procedures. For any copyright infringement that Mr. Trinkhaus or Sumvest Ltd is aware of in the moment of signing this contract, Sumfinidade Lda grants them the right to pursue the claims, subject to the amounts recovered being transferred to Sumfinidade Lda, minus the Royalties.

Daher soll Sumfinidade Lda vor der Einleitung rechtlicher Schritte mit Herrn Trinkhaus bestätigen, dass es keine vorherige Lizenzierung vorliegt.

Therefore Sumfinidade Lda shall confirm with Mr. Trinkhaus whether a potential copyright infringement was previously licensed before initiating any legal action.

5.
Persönlicher Gebrauch. Auf nicht-exklusiver Basis darf Herr Trinkhaus die Fotografien zur Bewerbung oder Dokumentation seiner Person und seiner Arbeit verwenden, vorausgesetzt, dass diese Verwendungen nicht mit den der Sumfinidade Lda gemäß diesem Vertrag gewährten Rechten konkurrieren oder diese einschränken.

5.
Personal Use. On a non-exclusive basis, Mr. Trinkhaus may use the photographs for promoting or documenting himself and his work, provided that these uses do not compete with or limit the rights granted to Sumfinidade Lda under this contract.

6.
Urhebernennung und moralische Rechte. Unter Verwendung des von Herrn Trinkhaus zur Verfügung gestellten Form zur Namensnennung unternimmt die Sumfinidade Lda wirtschaftlich angemessene Anstrengungen, ihn als Urheber der Fotografien zu nennen, haftet jedoch nicht für mangelnden Urhebernennung.

6.
Credit and moral rights. Using the credit line supplied by Mr. Trinkhaus, Sumfinidade Lda shall use commercially reasonable efforts to credit him as the source of the photographs, but shall have no liability for lack of credit.

Für die Zwecke dieses Abkommens bedeutet "moralische Rechte" alle nicht übertragbaren und nicht lizenzierbaren Rechte, die dem ursprünglichen Urheber des akzeptierten Inhalts gehören und die in den verschiedenen Ländern in unterschiedlichem Maße automatisch durch die Gesetzgebung übertragen werden, wozu die folgenden Rechte und alle Rechte ähnlicher Art gehören (a) das Recht, als Urheber identifiziert zu werden; (b) das Recht, Einspruch gegen eine irreführende Veränderung der Fotografien zu erheben; und (c) das Recht, die Fotografien vom Markt zu nehmen.

For the purposes of this Agreement, "Moral Rights" means all non-transferable and non-licensable rights belonging to the original creator of Accepted Content that are automatically conferred by legislation to varying degrees in different countries, which shall include the following rights and all rights of a similar nature: (a) the right to be identified as the creator; (b) the right to object to misrepresentative modification of the photographs; and (c) the right to withdraw the photographs from the market.

Alle moralischen Rechte verbleiben bei Herrn Trinkhaus. Im Zusammenhang mit einem Urheberrechtsanspruch hat die Sumfinidade Lda das Recht, eine Entschädigung für die Verletzung der moralischen Rechte von Herrn Trinkhaus zu verlangen, und jeder in diesem Zusammenhang erhaltene Betrag fällt unter die Tantienemregelung.

All Moral Rights shall remain with Mr. Trinkhaus. In connection to a copyright claim, Sumfinidade Lda shall have the right to seek renumeration for the violation of the Moral Rights of Mr. Trinkhaus and any recovered amount in this regards shall be subject to Royalties.

7.
Kündigung. Jede Partei kann diesen Vertrag kündigen, indem sie der anderen Partei mindestens 30 Tage vor dem Kündigungstermin eine schriftliche Mitteilung macht.

Nach der Kündigung dieses Vertrags bleiben alle nicht abgelaufenen Lizenzen der Fotografien in Kraft.

8.
Geltendes Recht. In Streitigkeiten gilt zypriotisches Recht und die Parteien einigen sich auf Gerichtsstand in Zypern.

7.
Termination. Either party may terminate this contract by giving the other party a written notice at least 30 days prior to the termination date.

Following termination of this agreement, all unexpired licenses of the photographs shall remain in effect.

8.
Governing Law. In the event of any disputes, Cypriot law shall apply and the parties agree on the place of jurisdiction in Cyprus.

Lissabon, den 30. Juni 2020

Robert Homem für Sumvest Ltd

Nico Trinkhaus für Sumfinidade Lda

Lisbon 30 June 2020

Robert Homem on behalf of Sumvest Ltd

Nico Trinkhaus on behalf of Sumfinidade Lda

EXHIBIT 6

PhotoClaim confirmation of April 5, 2023 (case 1-11668).
Excerpt: pages 1 and 5 of 14; rows relating to other cases redacted

Gmail

Nico Trinkhaus <nico@sumfinity.com>

Confirmation for received cases on 2023-04-04

PhotoClaim <service@photoclaim.com> Wed, Apr 5, 2023 at 12:01 PM
To: Nico@sumfinity.com

Dear Nico,

Thank you for marking illegal findings, we'll start working on the cases listed below as soon as possible.

№	Case number	URL	Images	Original work	Commen

№	Case number	URL	Images	Original work	Commen
23	1-11668	https://www.facebook.com/108145793947849/photos/pb.100079341203967.-2207520000./198177241611370/?type=3&locale=zh_CN			

[redacted]

EXHIBIT 7

RightsPilot UG documentation report (April 22, 2023) and case information sheet (April 23, 2023), with English translation

Sachbearbeiter: Lara Müller

Dokumentationsbericht

Unser Zeichen: 2022/1-11668

Vorbemerkung

Die RightsPilot UG (haftungsbeschränkt) wurde von ihrem Kunden mit der Dokumentation einer urheberrechtlichen Fundstelle beauftragt.
Eine Einschätzung, inwieweit es sich bei der urheberrechtlichen Fundstelle um eine Rechtsverletzung handelt, wurde seitens der RightsPilot UG nicht abgegeben.

Bestätigung der Dokumentation

Hiermit bestätige ich, Lara Müller, als ausführender Sachbearbeiter der Firma RightsPilot UG (haftungsbeschränkt), Kulmbacher Straße 27a, 95460 Bad Berneck im Fichtelgebirge, dass ich die nachfolgenden URLs aufgerufen habe:

https://www.facebook.com/108145793947849/photos/pb.100079341203967.-2207520000./198177241611370/?type=3

Vor dem Aufruf der URLs wurde der Browserverlauf und der Cache des Browsers gelöscht.
Die beiliegende Dokumentation ist im zeitlichen Zusammenhang mit dem Aufruf der obigen URLs entstanden.

Ladungsfähige Anschrift

RightsPilot UG (haftungsbeschränkt), Kulmbacher Straße 27a, 95460 Bad Berneck

22.4.2023



Sachbearbeiter

Basis-Informationen zum gesicherten Fall

URL
https://www.facebook.com/108145793947849/photos/pb.100079341203967.-2207520000./198177241611370/?type=3

Image-URL
https://scontent-waw1-1.xx.fbcdn.net/v/t1.6435-9/91395730_198177248278036_6673672222072111104_n.jpg?_nc_cat=104

Imprint / Impressum
https://www.sofiasymphonicsummit.com/about

EXHIBIT 7: ENGLISH TRANSLATION

1. RightsPilot documentation report ("Dokumentationsbericht"), April 22, 2023

22.04.2023 [April 22, 2023]. RightsPilot V2.0. Case officer: Lara Müller. Documentation report. Our reference: 2022/1-11668.

Preliminary remark

RightsPilot UG (haftungsbeschränkt) [a German limited liability company] was instructed by its client to document a copyright finding. RightsPilot UG has not given any assessment of whether the copyright finding constitutes an infringement.

Confirmation of the documentation

I, Lara Müller, as the case officer carrying out the work for RightsPilot UG (haftungsbeschränkt), Kulmbacher Straße 27a, 95460 Bad Berneck im Fichtelgebirge, Germany, hereby confirm that I accessed the following URLs:

`https://www.facebook.com/108145793947849/photos/pb.100079341203967.-2207520000./198177241611370/?type=3`

Before the URLs were accessed, the browser history and the browser cache were deleted.

The attached documentation was created in direct temporal connection with accessing the above URLs.

Address for service: RightsPilot UG (haftungsbeschränkt), Kulmbacher Straße 27a, 95460 Bad Berneck. 22.4.2023 [April 22, 2023]. Case officer.

2. Case information sheet ("Basis-Informationen zum gesicherten Fall"), April 23, 2023

Heading: "Basic information on the secured case". Field labels: "URL"; "Image-URL" [image URL]; "Imprint / Impressum" [the website named as the operator's imprint: https://www.sofiasymphonicsummit.com/about]. All other content consists of URLs.

Translator's certification

I, Nico Trinkhaus, am a native speaker of German and fluent in English. I certify that the above is a true and accurate English translation of the German text in this exhibit.

Nico Trinkhaus, Claimant

October 19, 2026

EXHIBIT 8

Capture of the Facebook post dated March 24, 2020, recorded April 22, 2023; screenshots of the post; English translation of the German interface text



Sofia Symphonic Summit
24. März 2020 ·

With any luck we will all get through this and celebrate by making music together in August!

Gefällt mir Kommentieren Teilen

Kommentieren ...

Drücke zum Posten die Eingabetaste.

L. Mueller 22.4.2023 14:27:24 200 - 834x515 V 2.0

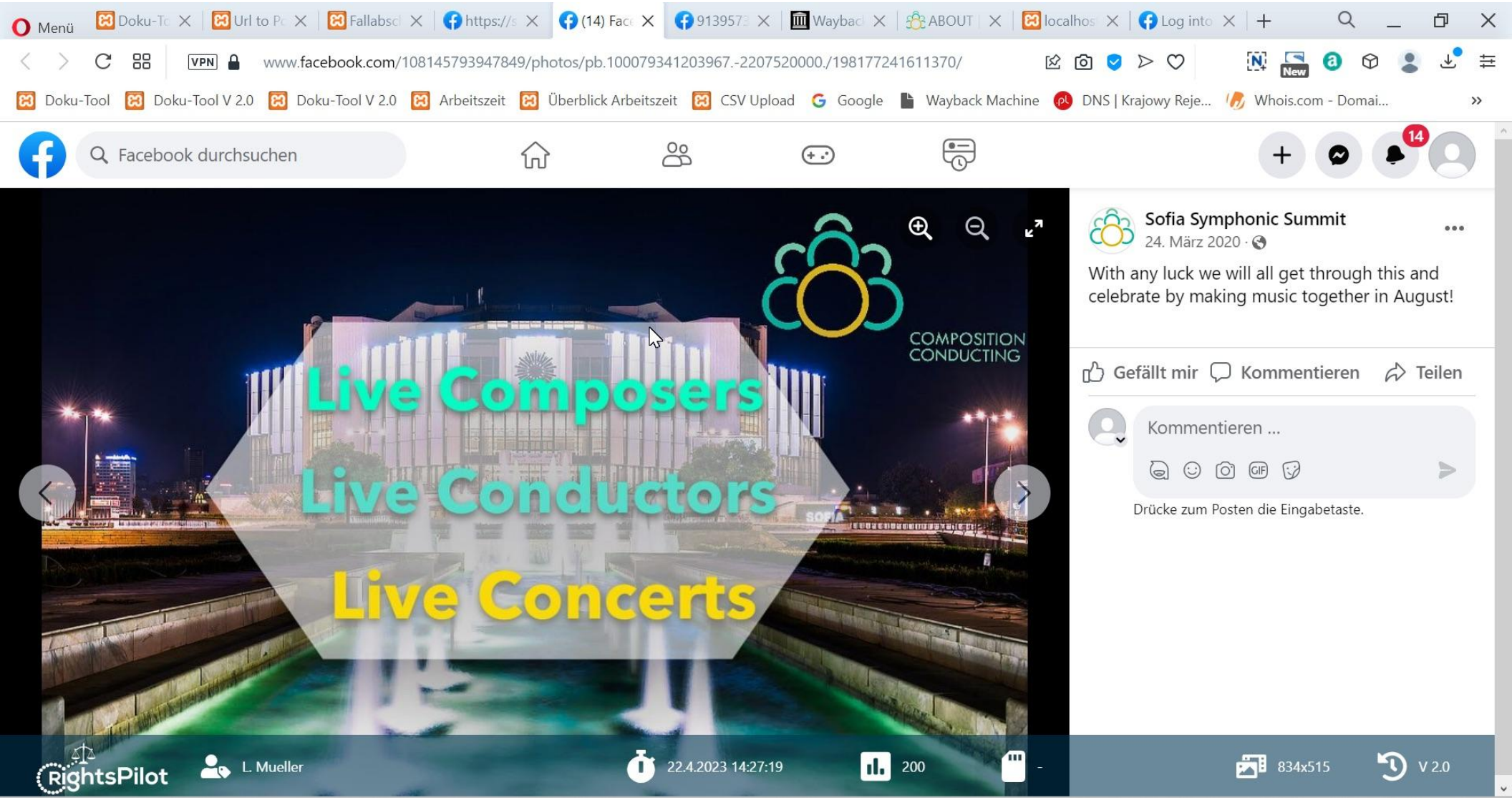

14



Sofia Symphonic Summit
24. März 2020 ·

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Gefällt mir Kommentieren Teilen


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Arbeitszeit
Überblick Arbeitszeit
CSV Upload
Google
Wayback Machine
DNS | Krajowy Reje...
Whois.com - Domai...
Facebook durchsuchen
14
COMPOSITION
CONDUCTING
Live Composers
Live Conductors
Live Concerts
Sofia Symphonic Summit
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RightsPilot
L. Mueller
22.4.2023 14:27:19
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V 2.0


COMPOSITION
CONDUCTING
Live Composers
Live Conductors
Live Concerts
RightsPilot
L. Mueller
22.4.2023 14:27:08
200
Tue, 24 Mar 2020 15:57:46 GMT
925x571
V 2.0

EXHIBIT 8: ENGLISH TRANSLATION

The capture shows Facebook's user interface in German. The text of the post itself is in English: "With any luck we will all get through this and celebrate by making music together in August!"

"24. März 2020": March 24, 2020 (the date of the post).

"Gefällt mir": Like. "Kommentieren": Comment. "Teilen": Share.

"Kommentieren ...": Write a comment ... "Drücke zum Posten die Eingabetaste.": Press Enter to post.

Footer: "L. Mueller 22.4.2023 14:27:24" records the RightsPilot case officer and the date and time of the capture (April 22, 2023, 2:27:24 p.m.).

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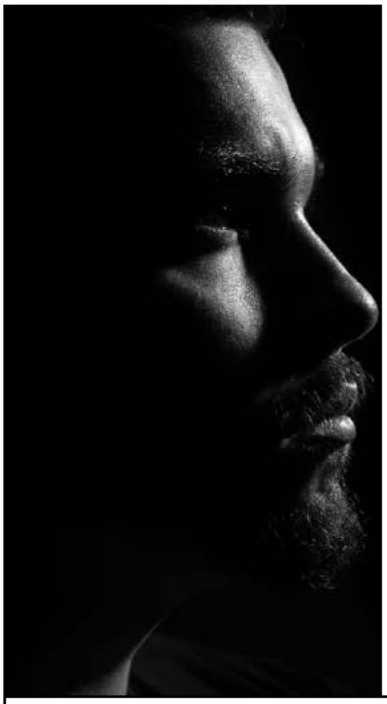
October 19, 2026

EXHIBIT 9

Capture of sofiasymphonicsummit.com/about recorded April 22, 2023

SOFIA SYMPHONIC SUMMIT
COMPOSITION CONDUCTING

JULY 7th-17th, 2023
APPLICATIONS DUE FEBRUARY 1st



ABOUT

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PAST EDITIONS



Sofia Symphonic Summit



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L. Mueller 22.4.2023 14:27:48 200 - - V 2.0



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Director of Pedagogy

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Guest Performer

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Peter Kerkelov

Guest Composer

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COLUMBIA UNIVERSITY II&I Institute for Ideas & Imagination



TIMELINE and DETAILS

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EXHIBIT 10

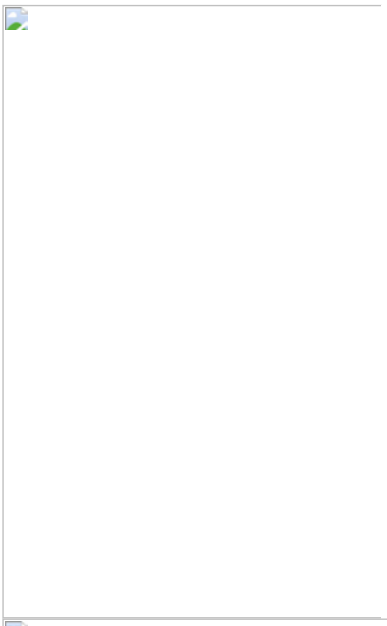
Internet Archive captures of sofiasymphonicsummit.com/about,
May 16, 2022 to Aug. 25, 2023

The Wayback Machine - https://web.archive.org/web/20220516182843/https://www.sofiasymphonicsummit.com/about

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JULY 6th-16th, 2022

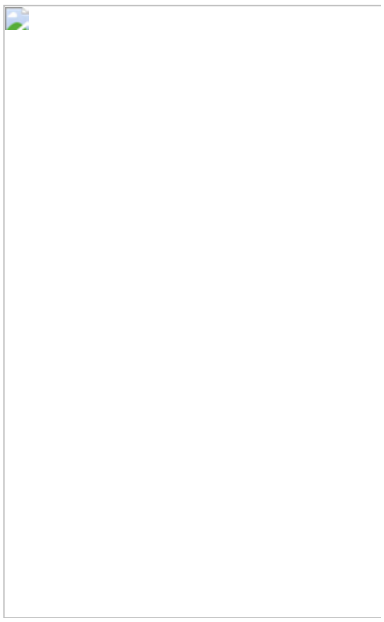
APPLICATIONS DUE APRIL 15th

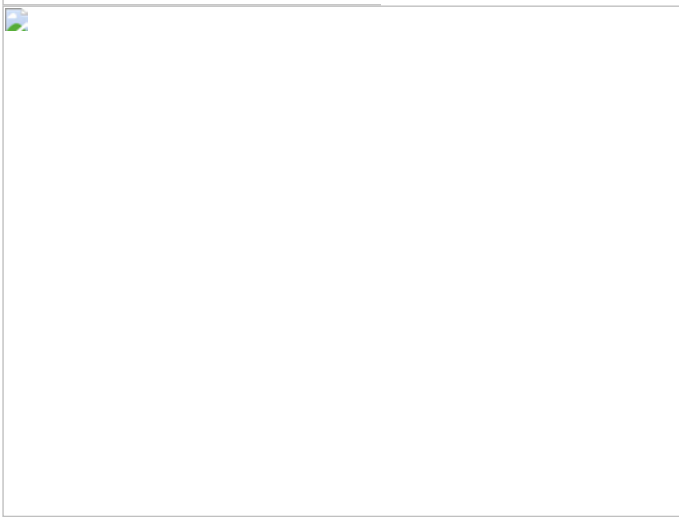


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Director of the Sofia Philharmonic

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Simeon Pironkoff

Visiting Guest Conductor

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Peter Kerkelov

Peter Kerkelov (b. 1984) is a Bulgarian composer.

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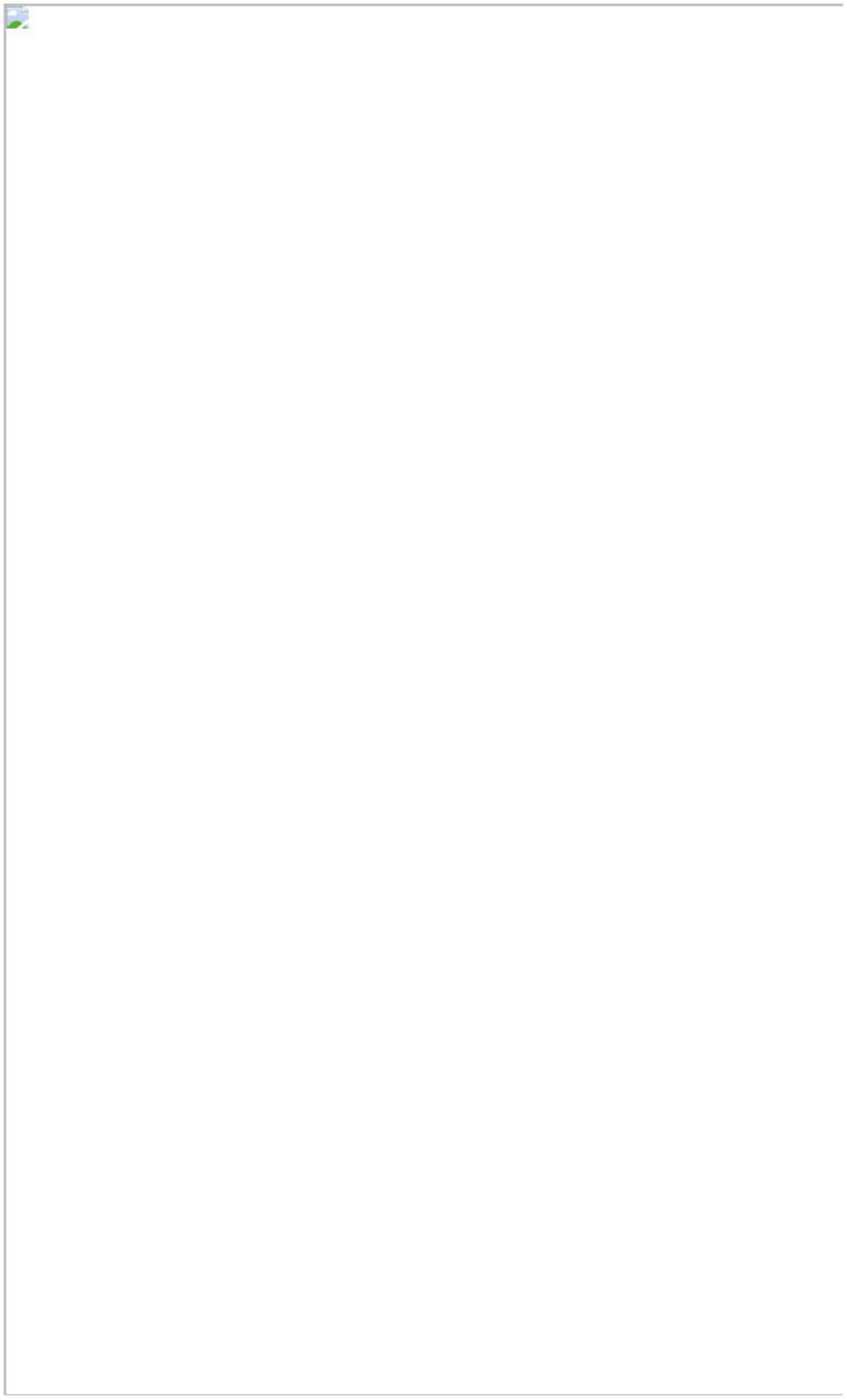
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Production Assistant

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Managing Director

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SOFIA SYMPHONIC SUMMIT
COMPOSITION CONDUCTING

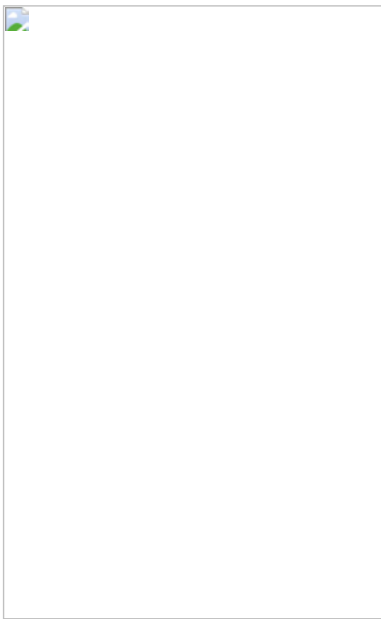
JULY 6th-16th, 2022
APPLICATIONS DUE APRIL 15th

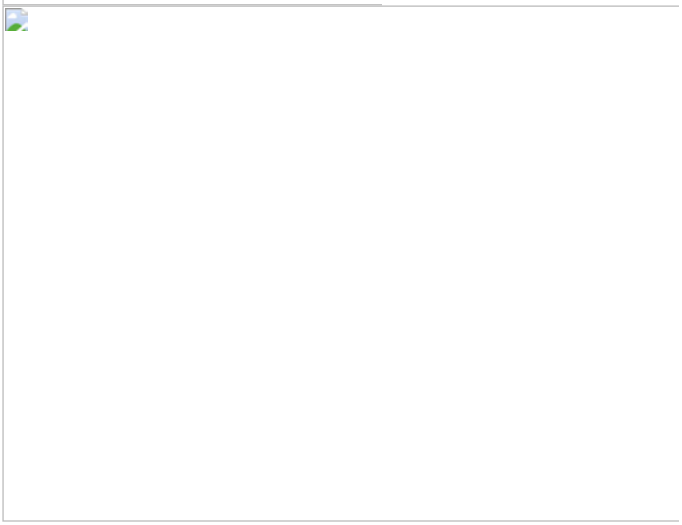


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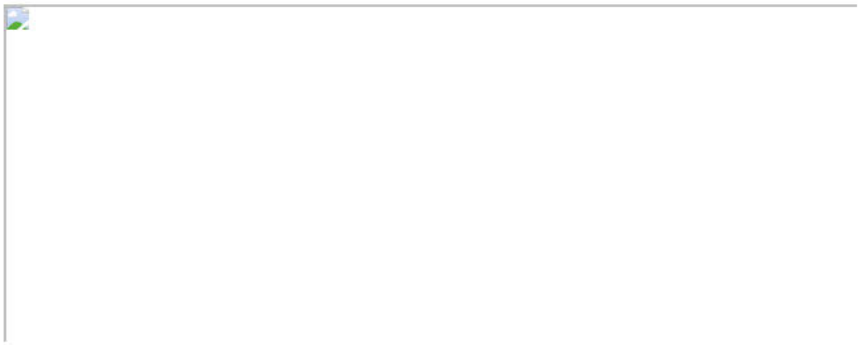
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JULY 7th-17th, 2023
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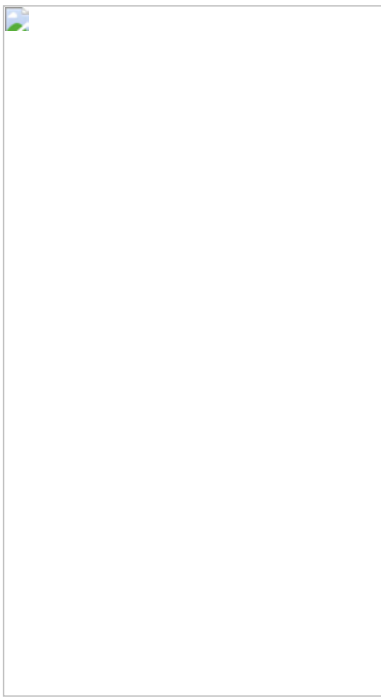


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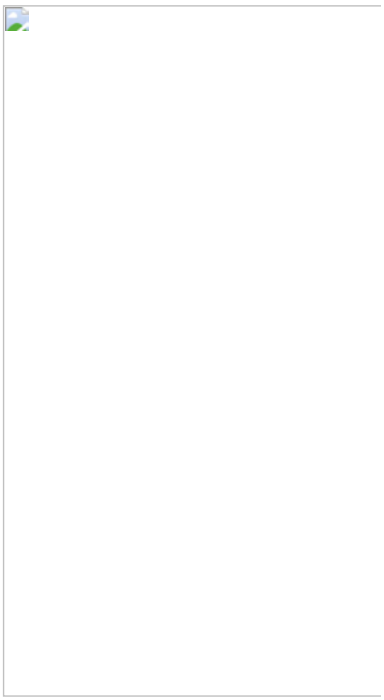


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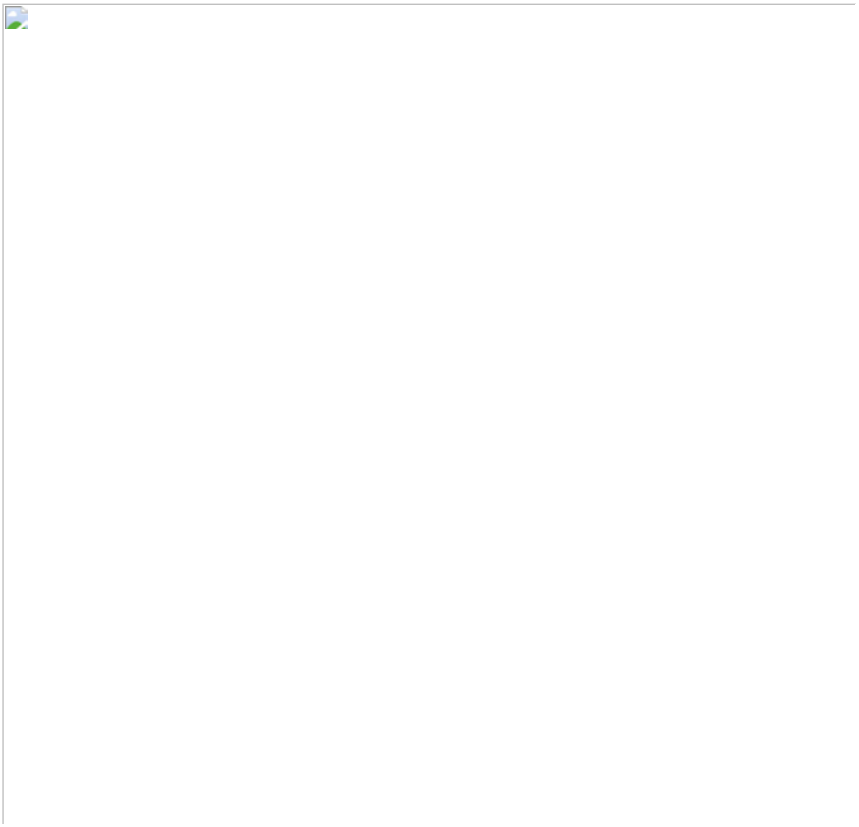
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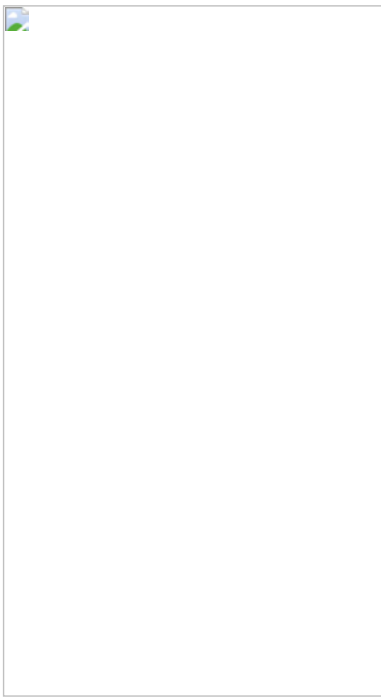


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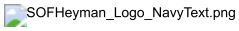
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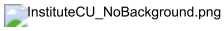
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2020 & 2021

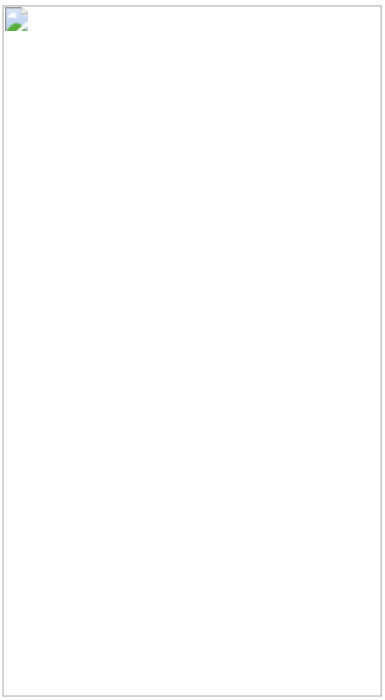
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JULY 7th-17th, 2023
APPLICATIONS DUE FEBRUARY 1st

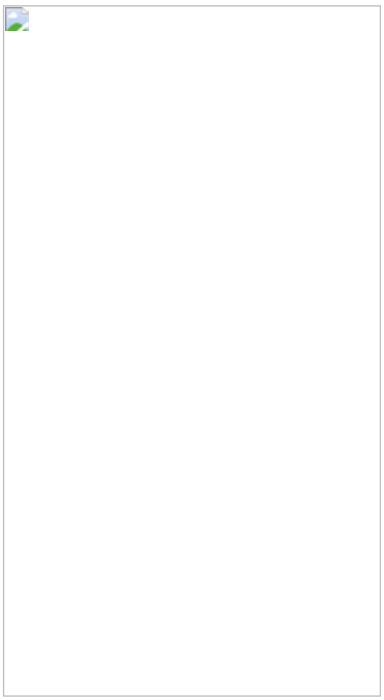


ABOUT

WHERE COMPOSER MEETS CONDUCTOR

Sofia Symphonic Summit provides a unique environment where emerging conductors and composers work closely together, manifesting the realization of newly composed works for symphony orchestra or wind symphony.

PAST EDITIONS



WHY SOFIA?

Sofia, the capital of Bulgaria, is known for its rich cultural traditions, beautiful architecture, and advantageous art

scene. The people of Sofia love and appreciate new music and eagerly await the presentation of new compositions representing contemporary influences and stylistic differences.

THE ORCHESTRA

PEOPLE AND PLACES



Nayden Torodov

Director of the Sofia Philharmonic

Learn More



Simeon Pironkoff

Director of Pedagogy

Learn more



Joanna Ruseva

Guest Performer

Learn more



Peter Kerkelov

Guest Composer

Learn More



Alexandra Karastoyanova-Hermentin

Guest Composer

Paul Richards

Guest Composer

Learn More

Kevin Orr

Guest Performer

Learn More



Bojidar Spassov

Guest Composer

Learn More

Learn More



Michael Miles

Guest Conductor

Learn More



Rossen Idealov

Guest Performer

Learn More

2023-05-25 at

Rila Monastery

Outstanding World Heritage location

Learn More



The orchestra for our concerts

Learn More



National Palace of Culture

One of our cultural excursions

Learn More



National Theatre

A wonderful place to see a show

Learn More



Vrana Palace

A beautiful destination for an afternoon

Learn More

5df.jpg

snot (1)Kyla

Housing

Places to stay while in Sofia

Learn More

Daniel Townsend

Managing Director

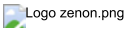
Learn More

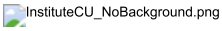
Diogo Carvalho

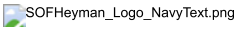
Artistic Director

Learn More

INSTITUTIONAL SUPPORT







TIMELINE and DETAILS

- Scholarships available up to €1500
- Program fee is €4295
- Dates of the Program:
  - July 7th - 17th, 2023
- Participants should arrive on July 7th and depart on July 17th
- Application opens October 31st, 2022
- Application period closes February 1st, 2023
- Priority is given to those who apply early
- Application review begins immediately and will continue until the application deadline, or till the program is full.
- Applicants may receive a notification of being 'waitlisted'. If waitlisted, applicants will receive notification no later than February 15th.
- You may apply as both a conductor/composer

- Click here to begin you application
- Questions should be mailed to:
  - info@sofiasymphonicsummit.com

2022

SSS 2022 brought participants and faculty from 15+ countries for 10 days of music and networking.

"The Sofia Symphonic Summit was filled with great performances, insightful instruction and friendships that will last a lifetime. It was one of the most rewarding and significant events of my career. I enthusiastically recommend it to all composers and conductors."

Harry Bulow, Purdue University






IMG_6031.HEIC

























2020 & 2021

SSS 2020 & 2021 were canceled due to the COVID-19 pandemic.

This program is brought to you by Partners for the Arts Abroad|LLC
www.partnersfortheartsabroad.org

EXHIBIT 11

Letters of attorney Robert Fechner to Respondent: Sept. 14, Oct. 5, Oct. 31 and Nov. 14, 2023

FECHNER.LEGAL

Rechtsanwalt Robert Fechner
Friedrichstraße 95
10117 Berlin
Tel.: +49 30 / 600 33 700
Fax: +49 30 / 377 19 601

Fechner Legal · Friedrichstraße 95 · 10117 Berlin

Partners for the Arts Abroad|LLC
17 Libra Ln
8080 Sewell, New Jersey
United States

Berlin, den 14.09.2023

Bankverbindung:
Sparkasse Oder-Spree
IBAN:DE10 1705 5050 1101 7211 69
BIC: WELADED1LOS

USt-ID: DE300950210
VAT-ID: 34/284/00293

http://fechner.legal
robert.fechner@fechner.legal

Zeichen: 1-11668

Via E-Mail to: info@sofiasymphonicsummit.com

Copyright Infringement Notice: Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC (1-11668)

To Whom It May Concern,

I hereby notify you that I was entrusted to represent the legal interest of the media company Sumfinidade Unipessoal LDA, Avenida do Infante nº50, 9004-521 Funchal, Portugal (www.sumfinity.com), represented by Nico Trinkhaus in this specific matter. In my capacity as an attorney, I hereby verify that I am duly authorized to act in this matter.

In the name and on the authority of my client I must inform you of the following state of affairs:

I.
My client was made aware that you have made publicly available a photo to which my client has the exclusive usage rights on the website under the URL

https://www.facebook.com/108145793947849/photos/pb.100079341203967.-2207520000./198177241611370/?type=3&locale=zh_CN

With this act of publication, you have violated the exclusive rights of use of my client. The matter in dispute relates to the photograph reproduced on the last page of this letter, which you are using in breach of the exclusive rights of use of my client. Your website has been secured to the extent necessary for use as evidence in court and will be presented as such evidence should you contest the claim.

II.
With the publication of the photograph, you have acted in violation of the rights of exclusive use due to my client as the holder of the right of the exclusive use, in particular, the right to make works publicly available

pursuant to section § 31 Abs. 3 S. 1 UrhG and consequently against the right of reproduction. There is no doubt that the photograph of my client has a copyrighted work within the meaning of the Copyright Act and that my client has been granted the exclusive right of use of the photograph in question by a written contract with the author.

You are not entitled to disseminate the photograph, as you have done in flagrant disregard the right of the exclusive use of my client. The appropriation of third-party creations without the consent of the rights holder represents a violation of copyright law. At no time did my client agree to the publication of the contested photograph in its present form.

The deliberate act of incorporating the photograph into your website is sufficient reason for us to assert the contested use by you of the photograph in question. It has no bearing on the claims in the present matter whether the rights of my client have been violated deliberately or accidentally. Instead, the sole focus of the present matter is on the fact that the photograph was used without consent in the manner described above.

III.
To effectively rule out the risk of any recurrence, it is necessary to issue a cease and desist declaration enforced by a penalty for the future. I, therefore, request that a declaration to cease and desist is submitted by

20.09.2023.

On the last page of this letter you will find a pre-formulated declaration to cease and desist enforced by a penalty, which you are at liberty to use. A jurisdiction clause and a clause determining the applicable law is common practice goes beyond the notified infringement. The same applies to the scope of the obligation to completely remove the copyrighted work. The reimbursement of damages and legal fees is a legal obligation and the placement thereof in the declaration also goes beyond the infringement notified. The reimbursement of damages and legal costs and the declaration to cease and desist are two claims that are not connected to each other. You are, of course, also free to draft your own declaration to cease and desist. I would, however, draw your attention to the risk that an incorrectly or inadequately formulated declaration may not be sufficient to obviate the risk of reoffending.

If we do not receive a signed declaration to cease and desist from you by the stipulated deadline, we will assume that you have declined to accept this obligation. In this case, I am instructed to take further legal action immediately.

IV.
Due to the unlawful use of the photograph by your party, we request you to pay damages. The amount of compensation depends, among other factors, on the duration of illegal use.

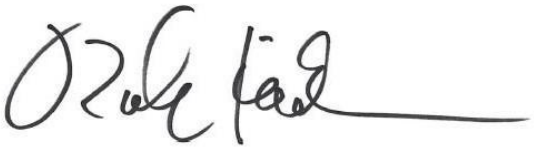
For this reason, based on § 101 UrhG, we ask you to provide further information. Please state for how long the subject of infringement was publicly available on your website.

In addition, in accordance with § 101 UrhG, you are also obliged to provide full information on a possible larger extent of the use of the photograph in question.

Claims related to such extensive use are explicitly reserved. Should you wish to claim that your party is not responsible for the copyright infringement, according to § 101 UrhG we claim for information in that regard. In such case, please provide all data at your disposal within the stipulated deadline as to who made the photograph in question publicly available.

We hope that a lawsuit won’t be necessary and we will help you with any questions you may have.

Yours faithfully,



Robert Fechner
Rechtsanwalt

Declaration to cease and desist

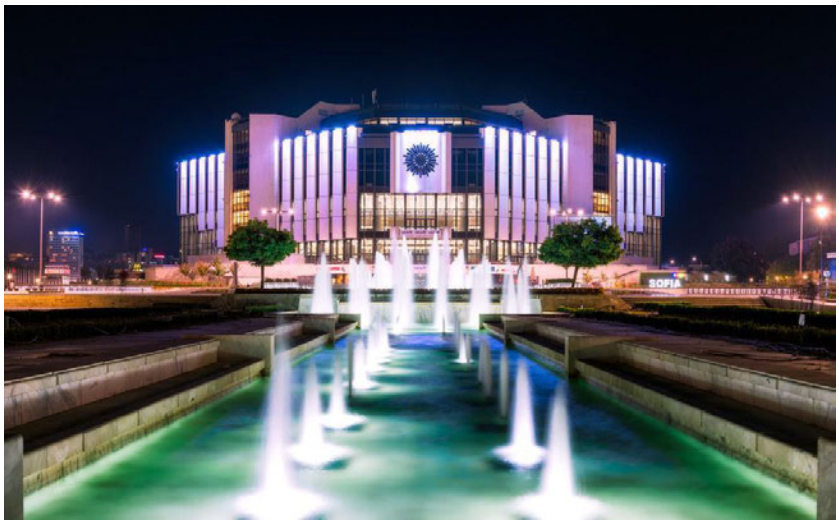
The party named below as respondent

Partners for the Arts Abroad|LLC, 17 Libra Ln, 8080 Sewell, New Jersey, United States
(respondent)

hereby undertakes in respect of

Sumfinidade Unipessoal LDA, Avenida do Infante nº50, 9004-521 Funchal, Portugal (www.sumfinity.com), represented by Nico Trinkhaus
(complainant)

to immediately refrain from making, or causing others to make, the photograph reproduced here



publicly available or to reproduce the photograph without the consent of the complainant, with particular reference to the publication thereof on the Internet. The respondent undertakes to delete all existing copies of the photograph, which the respondent has reproduced or saved online or on physical data storage either by themselves or through third parties, upon conclusion of this agreement.

In case of a breach of contract, the respondent undertakes to pay to the complainant a contractual penalty of 5.001,00 EUR for each case of culpable infringement.

Place of jurisdiction in any dispute of this contract is Berlin, Germany. Applicable law is German law.

_____ _____

Place, date signature

FECHNER.LEGAL

Rechtsanwalt Robert Fechner
Friedrichstraße 95
10117 Berlin
Tel.: +49 30 / 600 33 700
Fax: +49 30 / 377 19 601

Fechner Legal · Friedrichstraße 95 · 10117 Berlin

Partners for the Arts Abroad|LLC
17 Libra Ln
08080 Sewell, New Jersey
United States

Berlin, den 05.10.2023

Bankverbindung:
Sparkasse Oder-Spree
IBAN:DE10 1705 5050 1101 7211 69
BIC: WELADED1LOS

USt-ID: DE300950210
VAT-ID: 34/284/00293

http://fechner.legal
robert.fechner@fechner.legal

Zeichen: 1-11668

Via E-Mail to: info@sofiasymphonicsummit.com

Cost Breakdown: Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC (1-11668)

To Whom It May Concern,

In the case Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC, I refer to the previous correspondence. In my last writing, I made you aware of your infringement of my client's exclusive right of use. This infringement of my client's exclusive right of use obliges you to pay compensation in pursuance of section 97 UrhG.

I.
To provide transparency, the damages are calculated according to the usual licensing fee, which you can find under the following link:https://sumfinity.com/exclusive-licensing/

Online Use, 24.03.2020 - 22.04.2023	2,860.00 EUR
Subtotal	**2,860.00 EUR**
Lack of indication of source 100%	2,860.00 EUR
Total	**5,720.00 EUR**
Interest	**832.89 EUR**
Total + interest	**6,552.89 EUR**

Since you should have paid my client the due licensing fee already from the date on which you have started to use the copyrighted work, based on the **Bürgerliches Gesetzbuch (BGB) § 288 (1)** you are requested to

cover as well the interest fee **in the amount of 5% above the basic interest rate** published in the German Federal Gazette by the German Central Bank.

The total damage is therefore set to the amount of **6,552.89 EUR.**

Please be informed that my Client has registered the subject of infringement at the US Copyright office. You will find his portfolio through the following link. This should be sufficient proof of his copyright ownership:

https://cocatalog.loc.gov/cgi-bin/Pwebrecon.cgi?Search_Arg=Trinkhaus%2C+Nico&Search_Code=NALL&PID=6ZJc_9cJVsx3REbD7g3rDw-dyPrI&SEQ=20200626133032&CNT=25

Should we not be able to settle this case amicably, I am instructed to pass this case on to my American partner and statutory damages will be claimed. Bear in mind that those damages might be significantly higher that the German equivalent. In the United States, statutory damages are set out in 17 U.S.C. § 504 of the U.S. Code and can reach up to 150.000 USD per copyright Infringement.

II.
According to the law you also have to reimburse my client for the costs incurred by my involvement in this matter through the reimbursement of the business fee pursuant to no. 2300 of the remuneration schedule (VV) appended to the Lawyers' Remuneration Act (RVG), as follows:

Value in dispute 17,720.00 EUR
Value in dispute 12,000.00EUR (Order to Cease and Desist) and Value in dispute 5,720.00 EUR (Damage)

Business fee	
Sections 2, 13, RVG, no. 2300 VV RVG (sentence 1.5)	1,155.00 EUR
Flat rate expenses no. 7002 VV RVG	20.00 EUR
Total legal costs	1,175.00 EUR

III.
Further, you have to pay for the cost of the documentation of the infringement, which is an amount of 95.00 EUR. Our client has ordered the documentation service RightsPilot UG to secure evidence usable in court. The documentation costs adequately represent a causal and unavoidable loss for my client and therefore you must reimburse this sum.

Regarding the eligibility of copyright documentation costs, see those representative examples of the following judgments:

AG Hamburg, Entscheidung vom 13.03.2012, Az. 26a C 84/12, AG Hamburg, Entscheidung vom 14.06.2012, Az. 35a C 40/12, AG Hamburg, Urteil vom 17.10.2011, Az. 36A C 368/10, AG Berlin-Charlottenburg, Urteil vom 29.11.2012, Az. 210 C 63/12, AG Stuttgart, Urteil vom 26.09.2012, Az. 50 C 4382/11, AG Berlin-Charlottenburg, Urteil vom 20.11.2012, Az. 225 C 196/12, AG Berlin-Charlottenburg, Urteil vom 02.09.2014, Az. 225 C 34/14, AG Berlin-Charlottenburg, Urteil vom 05.02.2009, Az. 239 C 282/08, AG Berlin-Charlottenburg, Urteil vom 08.08.2013, Az. 210 C 6/13, AG Stuttgart, Urteil vom 10.7.2012, Az. 2 C 3327/11, AG München, Entscheidung vom 31.03.2010, Az. 161 C 15642/09, AG Charlottenburg, Entscheidung vom 29.11.2012, Az. 201 C 273/12, LG Hamburg, Entscheidung vom 17.04.2009, Az. 308 O 612/08.

You are therefore required to make a total payment of:

Damages	6,552.89 EUR

Documentation	95.00 EUR
Legal fees	1,175.00 EUR
Grand total net	7,822.89 EUR
Sales tax not applicable	0.00 EUR
Grand total	**7,822.89 EUR**

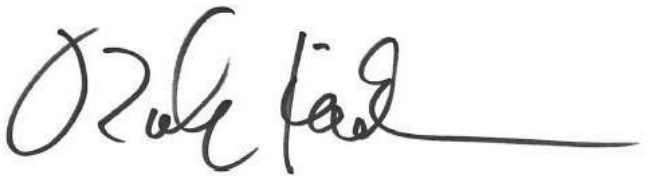
We expect receipt of this amount no later than **22.10.2023** to the bank account below:

Rechtsanwalt Robert Fechner
Sparkasse Oder-Spree
IBAN: DE10 1705 5050 1101 7211 69
BIC: WELADED1LOS

Furthermore, I must remind you to issue a cease and desist declaration to effectively rule out the risk of any recurrence of copyright infringement. In my initial letter you will find a pre-formulated declaration, which you are at liberty to use.

Should you fail to make the above-mentioned payment by the specified deadline, my client instructed me to take further legal action.

Yours faithfully,



Robert Fechner

Rechtsanwalt

FECHNER.LEGAL

Rechtsanwalt Robert Fechner
Friedrichstraße 95
10117 Berlin
Tel.: +49 30 / 600 33 700
Fax: +49 30 / 377 19 601

Fechner Legal · Friedrichstraße 95 · 10117 Berlin

Partners for the Arts Abroad|LLC
17 Libra Ln
8080 Sewell, New Jersey
United States

Berlin, den 31.10.2023

Bankverbindung:
Sparkasse Oder-Spree
IBAN:DE10 1705 5050 1101 7211 69
BIC: WELADED1LOS

USt-ID: DE300950210
VAT-ID: 34/284/00293

http://fechner.legal
robert.fechner@fechner.legal

Reference number: 1-11668

Via E-Mail to: info@sofiasymphonicsummit.com

Infringement of Copyright - Reminder Letter:
Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC (1-11668)

To Whom It May Concern,

In the case Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC I refer to the previous correspondence. Unfortunately, I did not receive any payment within the allowed time. I therefore call on you again to take the chance to settle extrajudicially. If it comes to court proceedings, the legal costs will be much higher. For your information, please consider the verdicts under the following link: https://fechner.legal/en/more/case-law.html

Please be informed that my client has registered the subject of infringement at the US Copyright office (https://cocatalog.loc.gov/). **Shall we not be able to settle this case amicably, I am instructed to pass this case on to my American partner and statutory damages will be claimed.** Bear in mind that those damages might be significantly higher that the German equivalent. In the United States, statutory damages are set out in 17 U.S.C. § 504 of the U.S. Code and can reach up to 150.000 USD per copyright infringement.

Currently you are in default since the deadline of my previous letter and additional costs in the amount of 5% above the basic interest rate published in the German Federal Gazette by the German Central Bank arise daily. Payments that are made on the account above until **10.11.2023** can prevent a lawsuit.

Should you fail to meet the outstanding balance in the amount of **7,839.68 EUR**, including interest of 849.68 EUR, within the given period to the account below, my client asked me to institute proceedings.

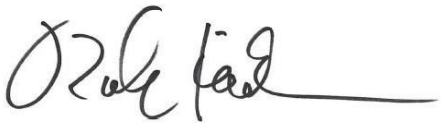
Rechtsanwalt Robert Fechner
Sparkasse Oder-Spree
IBAN: DE10 1705 5050 1101 7211 69

BIC: WELADED1LOS

Should you decide to settle out of court, please include the case number in the title of the transfer for us to identify the payment. This will also allow us to send you a confirmation of settlement as soon as possible.

We hope that we can find an amicable solution to settle out of court. Please do not hesitate to contact me if you have any questions.

Yours faithfully,



Robert Fechner
Rechtsanwalt

FECHNER.LEGAL

Rechtsanwalt Robert Fechner
Friedrichstraße 95
10117 Berlin
Tel.: +49 30 / 600 33 700
Fax: +49 30 / 377 19 601

Fechner Legal · Friedrichstraße 95 · 10117 Berlin

Partners for the Arts Abroad|LLC
17 Libra Ln
8080 Sewell, New Jersey
United States

Berlin, den 14.11.2023

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VAT-ID: 34/284/00293

http://fechner.legal
robert.fechner@fechner.legal

Refefrence number: 1-11668

Via E-Mail to: info@sofiasymphonicsummit.com

Infringement of Copyright – Final Reminder:
Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC (1-11668)

To Whom It May Concern,

In the case Sumfinidade Unipessoal LDA / Partners for the Arts Abroad|LLC I refer to the previous correspondence. Also after my Reminder, I did not receive any payment within the allowed time. I therefore call on you again to take the chance to settle extrajudicially. If it comes to court proceedings, the legal costs will be much higher. For your information, please consider the verdicts under the following link: https://fechner.legal/en/more/case-law.html

Please be informed once again that my client has registered the subject of infringement at the US Copyright office (https://cocatalog.loc.gov/). **Shall we not be able to settle this case amicably, I am instructed to pass this case on to my American partner and statutory damages will be claimed.**

Bear in mind that those damages might be significantly higher that the German equivalent. In the United States, statutory damages are set out in 17 U.S.C. § 504 of the U.S. Code and can reach up to 150.000 $ per copyright infringement.

Currently you are in default since the deadline of my previous letter and additional costs in the amount of 5% above the basic interest rate published in the German Federal Gazette by the German Central Bank arise daily.

Payments that are made on the account below until **24.11.2023** can prevent a lawsuit. Should you fail to meet the outstanding balance in the amount of **7,848.72 EUR**, including interest of 858.72 EUR, within the given period, my client asked me to institute proceedings.

Rechtsanwalt Robert Fechner
Sparkasse Oder-Spree
IBAN: DE10 1705 5050 1101 7211 69
BIC: WELADED1LOS

In court, we are going to claim the following amount:

Damages	5,720.00 EUR
Interest damages	858.72 EUR
Documentation costs	95.00 EUR
Legal fees	1,175.00 EUR
Sales tax not applicable	0.00 EUR
Grand total	**7,848.72 EUR**

Should you decide to settle out of court, please include the case number in the title of the transfer for us to identify the payment. This will also allow us to send you a confirmation of settlement as soon as possible.

We hope that we can find an amicable solution to settle out of court. Please don't hesitate to contact me if you have any questions.

Yours faithfully,



Robert Fechner

Rechtsanwalt

EXHIBIT 12

Sumfinity Pricing List, April 2019



Pricing List

Thank you for your interest in our photographs. Please don't hesitate to reach out to us in case of any questions via licensing@sumfinity.com.

Pricing List 1

1. General Conditions 2
2. Online Use 2
3. Offline Use Advertorial 2
4. Offline Use Editorial 2
5. Other Offline Use 2
6. Exclusivity Across Industries 3
7. Recognized Industries 3
8. Instalments 3
9. Surcharges For Other Rights Holders 3
10. Exclusivity 4
11. Credit Lines 4
12. Contacts 4



1. General Conditions

1.1. Licenses are sold as world-wide Rights Managed Licenses, with a minimum duration of 3 months and with per industry exclusivity.

Tired of Stock Photos? That way you can rest assured that none of your competitors will use the same photos for their advertisement and your campaigns retain its exclusive touch.

1.2. If your license expires, you'll always have the option to prolong the license for the same conditions before any of your competitors would have a chance to purchase a license from us for that photo or video.

1.3. Even if you purchase our exclusive licenses, we will retain the right to use our works for selling art prints as well as to display it on our websites, Social Media and other pages for the sole purpose of advertising our works.

1.4. All stated prices are net fees and may be subject to VAT.

2. Online Use

Licenses with exclusivity to one industry for any kind of use of the Licensed Material on the Internet are priced as follows:

- Up to 3 months: 1.385€
- Up to 6 months: 1.465€
- Up to 1 year: 1.615€
- Up to 3 years: 2.330€
- Up to 5 years: 2.860€

3. Offline Use Advertorial

We grant licenses for offline advertorial use only as addition to the purchase for a online use license. 50% is added to the price as per Point 2.

4. Offline Use Editorial

For editorial offline use, please contact us via licensing@sumfinity.com with your offer.

5. Other Offline Use

For any offline use of our works that's neither editorial nor advertorial, please contact us via licensing@sumfinity.com with your project details.



6. Exclusivity Across Industries

If still available, it's possible to purchase a license that grants you exclusive usage rights across all industries, making you the only company that's allowed to use the Licensed Work.

Please contact us via licensing@sumfinity.com to verify availability and we'll make you an offer.

7. Recognized Industries

Exclusivity can be granted among the following industries:

- Agriculture
- Automotive
- Baby, Childcare
- Beauty
- Beverages
- Business Consulting
- Chemicals
- Communications
- Computer Hardware
- Computer Software
- Construction/Contractors
- Consumer Electronics
- Education
- Energy
- Fashion
- Finance
- Food
- Games, Toys, Hobbies
- Insurance
- Legal Services
- Medical
- Metals/Mining
- Pharmaceuticals
- Politics/Government
- Property/Real Estate
- Safety/Security
- Sports
- Tobacco
- Transport – Freight
- Transport – Passenger
- Travel / Tourism

8. Instalments

Payment can be made in instalments for licensing periods longer than 6 months.

9. Surcharges For Other Rights Holders

For the use of some of our works, 3rd parties may have to be paid. This could be artists, architects or models and only applies to around 5% of our works. In case such surcharge would be necessary, we would let you know before you commit to a purchase.



10. Exclusivity

To ensure your exclusivity, we rigorously pursue legal action against anyone who us using our works without permission. The monetary rights from such legal actions remain ours, but you may have valid claims yourself against your competitors in such situation as well. We'll notify you if we had to sue someone in your industry for using the Licensed Material.

11. Credit Lines

By default, the credits "Nico Trinkhaus / sumfinity.com" must appear adjacent to the Licensed Material in the credit line accompanying the Licensed Material. If you wish to use the Licensed Material without an accompanying credit line, a surcharge of 100% to the total licensing fee applies. Depending on your intended use, this surcharge is negotiable.

12. Contacts

We hope you decide to use our works to help your business excel. Please don't hesitate to reach out to us via licensing@sumfinity.com if you want us to make you a quote or if you have any questions.

EXHIBIT 13

Sumfinity Exclusive Licensing page (current tariff)

Exclusive Licensing

Are you tired of seeing the same photos again and again all over the internet? So are your clients!

License our content exclusively, stay ahead of the competition and multiply your conversion rate.

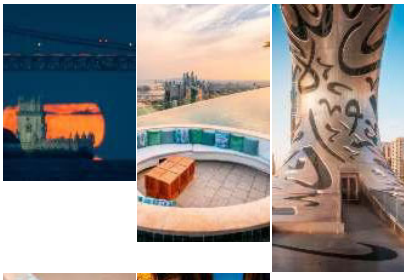
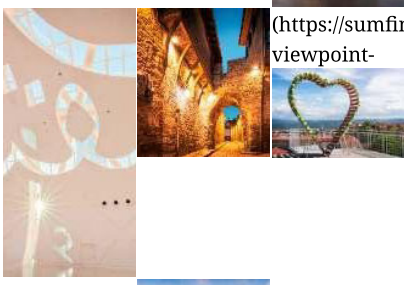
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Online / Industry Exclusive / Up to 3 Months	**€ 2,770.00**
Online / Industry Exclusive / Up to 6 Months	**€ 2,930.00**
Online / Industry Exclusive / Up to 1 Year	**€ 3,230.00**
Online / Industry Exclusive / Up to 3 Years	**€ 4,660.00**
Online / Industry Exclusive / Up to 5 Years	**€ 5,720.00**
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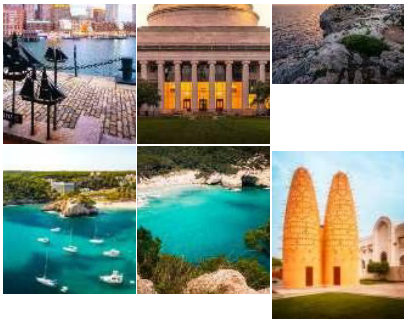
Offline / Editorial	**please contact us**

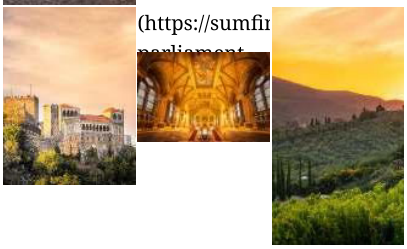
Offline / Others ..... **please contact us**

Contact us

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(https://sumfinity.com/do-inferno-the-waterfall- (https://sumfinity.com/facade-sacre-coeur/) (https://sumfinity.com/das-faias-the-most-

that-lives-up-to-its-name-portugal/) beautiful-autumn-trail-portugal/)

(https://sumfi in-autumn-portugal/) (https://sumfi coeur-basilica-in-paris-france/) (https://sumfi in-autumn-and-chasing-light-along-the-seine/)

(https://sumfi tour-in-iceland/) (https://sumfi mountains-portugal/) (https://sumfi national-history-museum-vienna-staircase-photography-story/)

(https://sumfi in-iceland-finding-scale-in-a-frozen-world-vatnajokull-iceland/) (https://sumfi rhodope-mountains-train-station/) (https://sumfi during-christmas-time/)

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EXHIBIT 14

Ten license invoices, December 2020 to March 2026, client names redacted

Fatura / Invoice
FT 2020/17
Original

Data / Date
2020-12-04

Moeda / Currency
EUR

Data de Vencimento / Due date
2020-12-04

Sumfinidade Unipessoal Lda
Rua dos Murças, nº 15 1º andar
9000-058 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
Poland

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	License for "Tumski-Bridge | Wroclaw, Poland" 6 months. Games, Toys, Hobbies	1.00	un	1,465.00	0% (*)		1,465.00
	Waiver for credit lines	1.00	un	1,465.00	0% (*)		1,465.00

(*) Artigo 16.º, n.º 6 do CIVA

Taxa / Tax	Base / Incidence	Valor / Amount
0%	2,930.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	2,930.00
Total	**2,930.00**

ylbK - Processado por programa certificado nº 1662/AT - TOConline

IBAN: LT92 3250 0108 9515 6559 (REVOLT21XXX)

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

pt515874620
2020.06.30 09:53:02
Signer:
CN=pt515874620
C=PT
O=Sumfinidade Unipessoa
Emico@sumfinity.com
Public key:

Fatura / Invoice
FT 2021/133
Original
Ref. de doc. original / Original doc. ref.
FP 2021/143

Data / Date 2021-09-29
Moeda / Currency EUR
Data de Vencimento / Due date 2021-09-29

Sumfinidade Unipessoal Lda
Rua dos Murças, nº 15 1º andar
9000-058 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
United States

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Importado da FP 2021/143 de 27/09/2021						
	License for "Tenerife Anaga Mountains" ; up to 1 year; Legal services.	1.00	un	1,615.00	0% (*)		1,615.00
	Credit Line Waiver	1.00	un	1,615.00	0% (*)		1,615.00

(*) Artigo 16.º, n.º 6 do CIVA

Taxa / Tax	Base / Incidence	Valor / Amount
0%	3,230.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	3,230.00
Total	**3,230.00**

czsP - Processado por programa certificado nº 1662/AT - TOConline

IBAN: LT92 3250 0108 9515 6559 (REVOLT21XXX)

[redacted]

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

pt515874620
2021.09.30 10:05:21
Signer:
CN=pt515874620
C=PT
O=Sumfinidade Unipessoa
E=nico@sumfinity.com
Public key:

Sumfinidade Unipessoal Lda
Rua dos Ilheus nº 6
9000-176 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF:PT515874620
CS: 5000,00 Eur

Fatura / Invoice
FT 2021/224
Original
Ref. de doc. original / Original doc. ref.
FP 2021/211

Data / Date 2022-01-14
Moeda / Currency EUR
Data de Vencimento / Due date 2022-01-14

Cliente / Client
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
United Kingdom

Recebemos até esta data 14/01/2022 via transferência bancária a quantia de 2.860,00 € (dois mil, oitocentos e sessenta euros) para a liquidação do documento FT 2021/224. / Received till this date 14/01/2022 by wire transfer the amount of 2,860.00 € (two thousand eight hundred sixty euros) for the settlement of the document FT 2021/224.

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Importado da FP 2021/211 de 31/12/2021						
	License for "University of Greenwich " ;up to 5 years; Education.	1.00	un	2,860.00	0% (*)		2,860.00

(*) Artigo 16.º n.º 6 do CIVA (ou similar)

ATCUD:0-224
[redacted]

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2022-01-14 08:42:34 +00 VATPT-515874620
C4pz - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	2,860.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	2,860.00
Total	**2,860.00**

[redacted]

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

Sumfinidade Unipessoal Lda

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9000-176 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF:PT515874620
CS: 5000,00 Eur

Fatura / Invoice

FT 2021/226

Original

Ref. de doc. original / Original doc. ref.
FP 2021/207

Data / Date
2022-01-14

Moeda / Currency
EUR

Data de Vencimento / Due date
2022-01-14

Cliente / Client

[redacted]

Morada / Address

[redacted] United States

NIF / Tax Reg. Nr.

[redacted]

Recebemos até esta data 14/01/2022 via transferência bancária a quantia de 2.860,00 € (dois mil, oitocentos e sessenta euros) para a liquidação do documento FT 2021/226. / Received till this date 14/01/2022 by wire transfer the amount of 2,860.00 € (two thousand eight hundred sixty euros) for the settlement of the document FT 2021/226.

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Importado da FP 2021/207 de 31/12/2021						
	License for "Batu Cave Kuala Lumpur " ;up to 5 years; Travel / Tourism.	1.00	un	2,860.00	0% (*)		2,860.00

(*) Artigo 16.º n.º 6 do CIVA (ou similar)

ATCUD:0-226

[redacted]

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2022-01-14 08:43:03 +00 VATPT-515874620

rRlk - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	2,860.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	2,860.00
Total	**2,860.00**

[redacted]

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

Sumfinidade Unipessoal Lda

Avenida do Infante n.º 50
9004-521 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF:PT515874620
CS: 5000,00 Eur

Fatura / Invoice

FT 2022/95

ATCUD:0-95

Original

Data / Date 2022-05-11

Moeda / Currency EUR

Data de Vencimento / Due date 2022-05-11

Cliente / Customer

[redacted]

Morada / Address

[redacted] United States

NIF / Tax Reg. Nr.

[redacted]

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	License for "Athens Theater "; up to 5 years; Travel / Tourism.	1.00	un	2,860.00	0% (*)		2,860.00

(*) Artigo 16.º n.º 6 do CIVA (ou similar)

ATCUD:0-95

[redacted]

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2022-05-11 08:08:26 +00 VATPT-515874620

Pr+L - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	2,860.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	2,860.00
Total	**2,860.00**

[redacted]

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

Sumfinidade Unipessoal Lda
Avenida do Infante n.º 50
9004-521 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Fatura / Invoice
FT 2023/122
ATCUD:JFVRWSBW-122

Original

Data / Date 2023-11-03
Moeda / Currency EUR
Data de Vencimento / Due date 2023-11-03

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted] United States

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Exclusive license for online use of the photo "Cabo da Roca | Sintra, Portugal", for the Industries Education and Consulting, granted for 5 years. For the use as end-user, not re-sellable. To be accompanied by image credits "Nico Trinkhaus / sumfinity.com" at the display, in the imprint or at another appropriate place.	1.00	un	2,860.00	0% (*)		2,860.00

(*) Artigo 16.º, n.º 6 do CIVA

ATCUD:JFVRWSBW-122

[redacted]

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2023-11-03 09:36:43 +00 VATPT-515874620

bpT7 - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	2,860.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	2,860.00
Total	**2,860.00**

[redacted]

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

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Avenida do Infante n.º 50
9004-521 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Fatura / Invoice
FT 2024/2
ATCUD:JJNWKVZG-2

Original

Data / Date 2024-01-22
Moeda / Currency EUR
Data de Vencimento / Due date 2024-01-30

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
Austria

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Online use of 'Bay of Kotor Sunset Panorama' for the duration of 3 years in the Industry 'Travel / Tourism'. Use as end-user, not re-sellable.	1.00	un	2,330.00	0% (*)		2,330.00
	+100% for advertorial use without attribution	1.00	un	2,330.00	0% (*)		2,330.00

(*) Artigo 16.º, n.º 6 do CIVA

ATCUD:JJNWKVZG-2
[redacted]

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2024-01-22 09:08:39 +00 VATPT-515874620

tiDu - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	4,660.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	4,660.00
Total	**4,660.00**

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

[redacted]

Sumfinidade Unipessoal Lda
Rua dos Murças, nº 15 1º andar
9000-058 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Fatura / Invoice
FT 2024/126
ATCUD:JJNWKVZG-126

Original

Data / Date 2025-02-06
Moeda / Currency EUR
Data de Vencimento / Due date 2025-02-06

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
Spain

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor com iva / Amount
	License 3 years for Brandenburg Gate Lighttrails (Opus #43) in the travel industry	1.00	un	2,330.00	0% (*)		2,330.00
	+100% Waiver for Author Creditation	1.00	un	2,330.00	0% (*)		2,330.00

(*) Artigo 16.º, n.º 6 do CIVA

ATCUD:JJNWKVZG-126

[redacted]

Pagamento por transferência bancária para o / Payment by bank transfer to IBAN:
IBAN: LT92 3250 0108 9515 6559 (REVOLT21)

Assinatura eletrónica Avançada
Assinado por: Sumfinidade Unipessoal Lda
Data: 2025-02-06 08:05:55 +00 VATPT-515874620

HFLq - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	4,660.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	4,660.00
Total	**4,660.00**

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

Fatura / Invoice
FT 2025/88
ATCUD:JJ3TJZXG-88

Original

Data / Date 2025-12-29
Moeda / Currency EUR
Data de Vencimento / Due date 2025-12-29

Sumfinidade Unipessoal Lda
Rua dos Murças, nº 15 1º andar
9000-058 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted] Czech Republic

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	Online use of 'Saltwater Lake | Wieliczka, Poland' for the duration of 3 years in the Industry 'Travel / Tourism'. Use as end-user, not re-sellable	1.00	un	4,660.00	0% (*)		4,660.00

(*) Isento artigo 9.º do CIVA

ATCUD:JJ3TJZXG-88

[redacted]

Pagamento por transferência bancária para o / Payment by bank transfer to IBAN:
IBAN: LT92 3250 0108 9515 6559 (REVOLT21)

uDbE - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	4,660.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	4,660.00
Total	**4,660.00**

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

Fatura / Invoice
FT 2026/27
ATCUD:J6ZG4TX6-27

Original

Data / Date 2026-03-04
Moeda / Currency EUR

Data de Vencimento / Due date
2026-03-04

Sumfinidade Unipessoal Lda
Rua dos Murças, nº 15 1º andar
9000-058 Funchal, Portugal

Tlf: 291763024
Email: info@sumfinity.com
Cons. Reg. Comercial: Zona Franca da Madeira - 515874620
Sociedade por Quotas
NIF: PT515874620
CS: 5000,00 Eur

Cliente / Customer
[redacted]

Morada / Address **NIF / Tax Reg. Nr.**
[redacted]
Czech Republic

Código / Code	Descrição / Description	Qtd. / Qt.	Uni. / Un.	Preço uni. / Un. Price	IVA / VAT	% Desc. / Discount	Valor sem iva / Net amount
	"Wawel Krakow" - Online Use 3 years; Tourism	1.00	un	4,660.00	0% (*)		4,660.00

(*) IVA - autoliquidação

ATCUD:J6ZG4TX6-27

[redacted]

Pagamento por transferência bancária para o / Payment by bank transfer to IBAN:
IBAN: LT92 3250 0108 9515 6559 (REVOLT21)

P1UT - Processado por programa certificado nº 1662/AT - TOConline

Taxa / Tax	Base / Incidence	Valor / Amount
0%	4,660.00	0.00

Total IVA / VAT	0.00
Descontos de linha / Item Discounts	0.00
Total Líquido / Net Total	4,660.00
Total	**4,660.00**

Os artigos/serviços faturados foram colocados à disposição do adquirente na data do documento (Alínea f do N.º 5 do Art.º 36 CIVA). / Articles/services billed were made available to the buyer on the date of the document (Paragraph f of Nº 5 of Article 36 CIVA).

EXHIBIT 15

Qualified European Photographer (Fine Art) certificate

QUALIFIED EUROPEAN PHOTOGRAPHER

THE FEDERATION OF EUROPEAN PROFESSIONAL PHOTOGRAPHERS CERTIFY THAT

Nico Trinkhaus

HAS ACHIEVED THE INTERNATIONALLY ACKNOWLEDGED
TECHNICAL AND ARTISTIC STANDARD IN

FINE ART PHOTOGRAPHY

BARRIE SPENCE
PRESIDENT

JIM LOWE
CHAIRMAN OF THE JURY

FEP

SOFIA, BULGARIA June 13th 2026

EXHIBIT 16

List of awards and publications

Awards

- 2026 – **Gold & Honorable Mention** – London Photography Awards
- 2026 – **Nominee** – Fine Art Photography Awards
- 2026 – **Honorable Mention** – The Artist Gallery

- 2025 – **Silver Winner** – New York Photography Awards
- 2025 – **Honorable Mention** – Tokyo International Photo Awards
- 2025 – **Gold Winner** – Budapest International Foto Awards
- 2025 – **Platinum, Gold & Honorable Mentions** – European Photography Awards
- 2025 – **Silver & Bronze Winner** – Master Photographers International, 10th Annual IIC
- 2025 – **Gold & Bronze Winner** – WPE Awards, First Half
- 2025 – **Gold Winner** – London Photography Awards
- 2025 – **Gold & Silver Winner** – MUSE Photography Awards (USA)

- 2024 – **Gold Winner** – European Photography Awards
- 2024 – **Silver Winner** – Global Photography Awards
- 2024 – **Bronze Award** – The Epson International Pano Awards (AUS)
- 2024 – **Honorable Mention** – Budapest International Foto Awards

- 2023 – **Gold Winner** – New York Photography Awards
- 2023 – **Platinum & Gold Winner** – MUSE Photography Awards (USA)
- 2023 – **Honorable Mention** – International Photography Awards
- 2023 – **Gold Winner** – European Photography Awards

- 2022 – **3rd place** – International Photography Awards, Architecture (Industrial) category
- 2022 – **Gold Winner** – European Photography Awards
- 2022 – **Silver Award** – The Epson International Pano Awards (AUS)
- 2022 – **Silver Winner** – Master Photographers International, 8th Annual IIC
- 2022 – **Silver Award** – WPE Awards, Annual Final
- 2022 – **Bronze** – One Eyeland World's Top 10 Landscape Photographers
- 2022 – **Editor's Pick** – The Independent Photographer (FRA), Landscape Award

- 2021 – **Bronze Winner** – Moscow International Foto Awards
- 2021 – **Honorable Mention** – Prix de la Photographie Paris
- 2021 – **Honorable Mention** – International Photography Awards
- 2021 – **Nominee** – Fine Art Photography Awards
- 2018 – **2nd place** – Society of International Travel & Tourism Photographers (UK)
- 2014 – **Commendation** – Sony World Photography Awards

Exhibitions

- 2026 – **Solo** – **Spain, Salamanca** – Biblioteca Torrente Ballester – *CORação – Colours of the Heart*
- 2025 – Group – **Spain, Zaragoza** – Universidad San Jorge – *Image Hunters*
- 2025 – **Solo** – **Portugal, Lisbon** – Arte Institute – Lisbon Airport – *CORação – Colours of the Heart*
- 2025 – Group – **Rome, Italy** – Millepiani – LoosenArt – *Rituals – Rome*
- 2025 – Group – **Copenhagen, Denmark –** The Royal Danish Theatre – Copenhagen Photo Festival – *'Fremkaldelser | Into the Light'*
- 2025 – Group – **Munich, Germany** – Art Lab 2 – *SPC Photo Awards – Munich*
- 2023 – Group – **Poznań, Poland** – Galeria Śluza – *The power of an encounter. People who made Poznan.*
- 2023 – Group – **Capbreton, France** – Maison de l'Oralité et du Patrimoine-MOP – *Regards Croisés : Nazaré – Capbreton*
- 2014 – Group – **London, England** – Somerset House – *World Photo London*

Media & Publications

- Article, "Fotostadt Rom" (https://www.heise.de/select/ct-foto/2026/3/2529307195927964392) (Heise Magazine, 2026)
- Article, "La Biblioteca Torrente Ballester acoge "CORação – Colores del Corazón", la primera…" (https://okeysalamanca.com/2026/05/02/la-biblioteca-torrente-ballester-acoge-coracao-colores-del-corazon-la-primera-exposicion-internacional-individual-de-nico-trinkhaus/) (Okay Salamanca, 2026)
- Publication, "Eksperci wskazali 7 najbardziej inspirujących miast. Jedno z nich znajduje się w Polsce" (https://www.national-geographic.pl/traveler/kierunki/eksperci-wskazali-7-najbardziej-inspirujacych-miast-jedno-z-nich-znajduje-sie-w-polsce/#google_vignette) (National Geografic, Poland, 2026)
- Publication, "Travel Experts Say These 7 Cities Are the Most Inspiring for Business Trips" (https://www.travelandleisure.com/best-cities-to-spark-creativity-on-a-business-trip-11920177) (Travel and Leisure, 2026)
- Publication, "The most unique travel destinations travelers can't stop talking about" (https://www.themanual.com/travel/unique-travel-destinations/) (The Manual, 2025)
- Publication, "Three lesser-known parts of Portugal to visit now for gorgeous panoramic views and 22°C highs" (https://www.gbnews.com/travel/portugal-hidden-gems-autumn) (GB Britain News Channel, 2025)
- Article, "Travel photographer Nico Trinkhaus is holding his first exhibition in Portugal, and it could only be at this location in …" (https://lisboasecreta.co/en/exhibition-travel-photographer-nico-trinkhaus-lisbon-airport/)(Lisboa Secreta, 2025)
- Article, "Lisbon Airport photo exhibition to showcase 'colours of Portugal" (https://www.portugalresident.com/lisbon-airport-photo-exhibition-to-showcase-colours-of-portugal/) (The Resident, 2025)
- Publication, "The telltale signs a tourist is American, according to Europeans" (https://www.independent.co.uk/travel/news-and-advice/american-tourist-europe-how-to-tell-b2810523.html) (The Independent, 2025)
- Video-Interview, "Image Theft in Photography (And What to Do About It)" (https://www.youtube.com/watch?v=6iW0oxph7No) (Matt Payne – F-Stop Collaborate and Listen, 2025)
- Podcast, "Beyond the camera: Turning copyright and blogs into a powerful marketing strategy" (https://open.spotify.com/episode/6C8hN9PioTMCExqJOBlZO7?go=1&sp_cid=7a7ff2a3fa8dfe320a25e1aab1eba1c3&utm_source=embed_player_p&utm_medium=desktop&nd=1&dlsi=35faa4e4d03c453a) (Shoot To The Top, 2025)
- Podcast, "Seeing Without Seeing: A Travel Photographer's Story of Capturing Europe Through Presence, Not Imagination" (https://greatbigphotographyworld.com/nico-trinkhaus/) (GBPW, 2025)
- Publication, "This Free Advice May Save You Thousands" (https://www.shutterbug.com/content/free-advice-may-save-you-thousands) (Shutterbug, 2025)
- Publication, "These are the most beautiful cities in Europe" (https://www.themanual.com/travel/most-beautiful-cities-in-europe/) (The Manual, 2025)
- Interview, "Image Theft in Europe" (https://www.amateurphotographer.co.uk/technique/interviews/a-lot-of-photographers-find-out-about-image-theft-when-companies-tag-them-in-social-media-142709) (Amateur Photographer Magazine, 2020)
- Video-Interview, "€4.4 Million stolen from photographers retrieved by PhotoClaim (https://youtu.be/mO6WPwAmq3s)" (Duncan Dimanche, 2020)
- Video-Interview, "Nico Trinkhaus on Copyright Law (https://www.bloombergtv.bg/a/5-videa/69138-niko-trinkhaus-za-narushavaneto-na-avtorskite-prava)" (BloombergTV, 2018, *Нико Тринкхаус за нарушаването на авторските права)*
- Petition, "Save the Freedom of Photography" (https://www.change.org/p/european-parliament-save-the-freedom-of-photography-savefop-europarl-en) (500,000+ signatures, 2015)
- Video, "480 000 Europeans defended Freedom of Panorama (https://www.youtube.com/watch?v=mD3GFd6BtG4&ab_channel=FelixReda)" (Julia Reda, 2015)
- Article, "The bitter fight for Freedom of Panorama" (https://www.euronews.com/2015/07/08/fight-for-freedom-of-panorama-savepos-

wikipedia) (Euronews, 2015)

- Publication, “Pictured: ‘Miracle photo’ of split-second lightning bolt hitting Berlin tower” (https://www.mirror.co.uk/news/weird-news/pictured-miracle-photo-split-second-lightning-2277851) (Mirror, 2013)
- Publication “World news pictures of the year 2013” (https://www.telegraph.co.uk/news/picturegalleries/pictures-of-the-year/10538287/World-news-pictures-of-the-year-2013-part-3.html?frame=2611481) (The Telegraph, 2013)
- Podcast, “Nico Trinkhaus, Retter der Panoramafreiheit (https://www.deubelli.com/news-details/podcast-kreativgerecht-013-nico-trinkhaus-abmahn-mafia-talk-mit-dem-retter-der-panoramafreiheit.html)” (Sebastian Deubelli, German, 2017)
- Interview, “Kurzinterview: Outgesourcte Bilderjagd, eine Einnahmequelle für Fotografen (https://www.heise.de/foto/meldung/Kurzinterview-Outgesourcte-Bilderjagd-eine-Einnahmequelle-fuer-Fotografen-3330267.html)” (heise.de, German, 2016)
- Article, “Plädoyer gegen den Urheberrechts-Extremismus (https://www.sueddeutsche.de/kultur/streit-um-panoramafreiheit-plaedoyer-gegen-den-urheberrechts-extremismus-1.2555116)” (Süddeutsche, German, 2015)

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EXHIBIT 17

Respondent’s answers to the standard interrogatories,
certified September 14, 2026

COPYRIGHT CLAIMS BOARD

CCB STANDARD WRITTEN QUESTIONS ("INTERROGATORIES")

Interrogatories to Be Answered by Parties Defending Against an Infringement Claim

During the **discovery** stage of a Copyright Claims Board (CCB) proceeding, the CCB directs participants to exchange—with each other but not the CCB—(1) answers to a standard set of questions issued by the CCB ("standard interrogatories") and (2) documents identified in a set of standardized document requests issued by the CCB ("document requests"). **Each party must respond to the requests truthfully and provide the requested documents over which they have control.**

This information concerns the CCB's standard set of Interrogatories. The questions themselves, *as well as a certification you must sign*, can be found after the rules described below. **Provide answers to these questions to the other party(ies) if you are defending against an allegation of copyright infringement in a CCB proceeding**, whether an infringement *claim* or *counterclaim* has been brought against you, or you have brought a claim or counterclaim for a declaration of noninfringement.

The questions and certifications follow the background information. You may use the fillable fields provided or type your answers in a separate document.

General Rules for Interrogatories

In a legal proceeding, each side has information and knowledge important to the case. When parties present their positions and evidence to the CCB, neither side should be surprised at what they are seeing or hearing. Therefore, the CCB has developed standard questions ("interrogatories") that each party must answer and then serve their answers on the other parties by the deadline set by the CCB in their case.

Answering Interrogatories and Updating Your Answers

Respond to each interrogatory separately and completely. Each answer must be as complete and straightforward as the information reasonably available to you permits, including information possessed by your attorneys, employees, or other agents. If you cannot answer any interrogatory in full, respond as fully as possible, explain why you cannot answer the rest, and state whatever information you have about the unanswered portion.

You have an obligation to update your interrogatory answers throughout this proceeding. If you discover or learn new or updated information that changes any of your answers, you must serve updated answers to the other parties as soon as practical.

How to Produce Your Interrogatory Answers to the Other Parties

Unless the parties agree to other terms in writing (or something different is ordered by the CCB):

- You may use the standard interrogatory form created by the CCB or you may separately type out each interrogatory and then type your answer below each interrogatory.
- You must produce your interrogatory answers by email, unless for some unlikely reason, their size and format makes such service reasonably possible. If that unlikely event occurs, confer with the other parties to agree to other arrangements, and if the parties cannot agree to other arrangements, send the interrogatory answers by U.S. first class or priority mail.

Whenever you answer interrogatories, you must certify that your answers are truthful and complete to the best of your knowledge. That certification will be on the CCB's standard form. If you are not using the CCB's standard form, you must copy the CCB standard interrogatory certification at the bottom of your interrogatory answers.

To Whom You Should Produce Interrogatory Answers

Your production is effective (it counts) when you send it unless you learn that it did not reach the other party.

- If the party is **represented by a lawyer or other authorized represented,** you must send the answers to that lawyer or representative.
- If the party is **self-represented,** you must send the answers directly to that party.

Use the email address provided to you by the other party or representative. If none has been provided, use the email address provided in the claim, response, or in their eCCB user information, provided by the CCB, unless the CCB orders you to serve the party directly. Interrogatory answers should generally be provided by email unless the parties have agreed on another arrangement or the size or format of what is being sent makes that not practical.

Any interrogatory answers and other responses to any other discovery requests **shall not be filed with the CCB at this time**. You should only file a party's interrogatory answer or documents produced in discovery as part of *written testimony*, as needed as attachments to your other filings, or otherwise ordered by the CCB.

Confidential Communications

Any confidential communications with your legal counsel (including a lawyer, in-house counsel, or authorized law school representative) reflecting or seeking legal advice about the merits of the

proceeding or other legal issue are considered **privileged** communications, which means that you do not have to provide your lawyer's legal advice as part of your answer to an interrogatory, although you must note if you are withholding such information as privileged in case the other party/parties dispute that the information is privileged.

Preserving Materials and Updating Your Answers

You must preserve all material relevant and significant to your case. Do not destroy or dispose of documents or other materials related to your claim or defense against a claim. This is true throughout the CCB proceeding. If you answer an interrogatory **and then you find new information or realize you made a mistake, you must send updated answers to the other parties as soon as practical**.

Discovery Sanctions

If you do not comply with the discovery requests, the other party may raise the issue with the CCB. If the CCB orders you to comply but you remain noncompliant, it may ultimately impose **sanctions** on you. Those sanctions may include the CCB adopting an **adverse inference** against you about the facts related to the discovery you should have produced. The CCB may also consider any discovery sanctions as it considers awarding attorney's fees and costs against you as part of a final determination. You can avoid these concerns by producing everything that is required, including answering interrogatories truthfully and completely to the best of your knowledge.

Interrogatories that Must Be Answered by a Party Defending Against an Allegation of Infringement (or a Party Claiming Noninfringement)

You must answer the following interrogatories and send the other party(ies) your answers by the deadline set by the CCB in the scheduling order. You may use this form to enter your answers (and may attach additional well-labeled pages as needed). If you would rather type out the answers in a separate document, you can do so by copying the questions and certification exactly, and typing your answers under each question. **In these interrogatories, "your work" is defined as all versions of your works that are subject to the copyright infringement claim against you in this proceeding. "Claimant's work" is defined as all works alleged by to have been infringed in this proceeding whether the infringement claim was brought as a claim or counterclaim and whether you have brought a claim or counterclaim for a declaration of noninfringement.** Be as detailed as you can in answering each of these interrogatories:

1. Give the full name of each person you plan to use in the proceeding as a **witness**! Include their phone number, mailing address, and email address, if you know it. Include a brief description of the topics on which they may give a witness statement in this proceeding.

Michael J. Polo, Ph. D. (Founder and CEO of Partners for the Arts Abroad | LLC)
[redacted]

2. Name any other person who may have important information related to the claims, counterclaims, or defenses in the proceeding. Include their phone number, mailing address, and email address, if you know it.

Nayden Torodov
[redacted]
Interim Minister of Culture of Bulgaria & Director of the Sofia Philharmonic Orchestra

Diogo Carvalho
[redacted]
Former Managing Director for the Sofia Symphonic Summit

3. Is any agreement or other relationship between the parties relevant to the claim? If yes, describe the agreement or other relationship.

No

4. Are you aware of any relevant document that exists or once existed, that is **responsive** to a **request for the production of documents**, but that is not in your possession? If yes, for each such document, provide a summary of its contents and, if it was once in your possession, explain when and why it was disposed, destroyed, lost, or otherwise became unavailable.

Yes, I have been requested to provide email correspondences to an email (info@sofiasymphonicsummit.com) that I have not had access to nor does it exist anymore. I transfered authority of the account in November of 2023 to Dr. Diogo Carvalho. I have corresponded with him and he states that the email no longer exists nor does he have records on his backup hard-drive.

5. Describe the process of the creation of your work, including:

a. Who conceived of the work, and on what date?

The Sofia Symphonic Summit was created as an education program for composers and conductors to collaborate together to have their works performed by the Sofia Philharmonic Orchestra. As a college professor myself, I understand how difficult it is for young composers and young conductors to have their works performed/work with professional orchestras. This is the nature of what Partners for the Arts Abroad provides. For example, I am currently in Vienna, Austria producing the Vienna Summer Music Festival. This program focuses on opera, orchestra, and chamber music professors. I contract teachers from the Vienna Philharmonic, Vienna Symphoniker, and the Vienna State Opera. These sorts of experiences allow access for young emerging professionals to study and network with the worlds leading performers and educators. The idea for the Sofia Symphonic Summit began in the summer of 2019 when I met with Nayden Torodov, (Interim Cultural Minister of Bulgaria and the Director of the Sofia Philharmonic Orchestra). We launched in 2020 but COVID happened. It did not happen until 2022. I abandoned the project in 2023 as it was never profitable and only costed me money. I still believe that the altruistic benefits of the program is valuable but financially, it is not.

b. Who created the work, and on what date?

Myself and Nayden in 2019.

c. If it is a joint work, identify each joint author (including their phone number, mailing address, and email address, if you know it) and describe what each joint author contributed to your work?

Michael J. Polo, Ph. D. (Founder and CEO of Partners for the Arts Abroad | LLC)
[redacted]

Diogo Carvalho
[redacted]
Former Managing Director &Partner for the Sofia Symphonic Summit

Nayden Torodov
[redacted]
Interim Minister of Culture of Bulgaria & Director of the Sofia Philharmonic Orchestra

d. To the extent you used the claimant's work in any way to help you create your work, state how you used claimant's work, and what, if anything, is different as between your work and claimant's work.

As part of all my programs, we offer cultural activities and highlights for our participants to visit. We do not pay for them but it is meant to show cultural spaces and places to visit during the program as I run education programs. The picture the claimants work was of the National Theater of Bulgaria. As part of the advertising of the program, I published on FaceBook with a text overlay in the Spring of 2020. Following it publication, I received a message from the claimant stating that it was his photograph and I was not allowed to use it with the text overlay. Respectively, I took it down. As I recall, that correspondence would have been with the programs email address which was: info@sofiasymphonicsummit.com. Since I abandoned and transfered the project in 2023, I no longer have the email.

As a college professor and composer, I want to make it explicitly clear that I am all about artists rights. As part of the curriculum of my programs, we discuss artists rights and copyright registrations, especially for writers/composers. I am also a member of the Dramatist's Guild and these are regularly discussed topics.

Other programs my company run are here.

www.viennasummermusic.com
www.lamusicindustry.com
www.londonsummermusictheatre.com

6. If you believe that you had permission or rights to use claimant's work, describe in detail how you received such permission and the nature of such rights, including a description of any relevant communications, licenses, or agreements (including if through a **work made for hire** agreement) and the dates and the people or entities involved in such communications, licenses, or agreements.

The initial idea for the program began in 2019 with Nayden Torodov. He was and still is the interim cultural minister Bulgaria and has the Director position and is the maestro of the Sofia Philharmonic Orchestra. He was already aware of the work I was doing with the Vienna Summer Music Festival and his colleague Simeon Pironkoff invited to start working with him. As we began to build the website in 2019, I requested assets for the development of the program. This included head-shots of members of the orchestra, the hall and performance spaces where activities would take place/perform, in addition other cultural sites in Sofia,Bulgaria (which includes Bulgaria Hall...the picture that the clamiant is saying I violated and stole.

7. If you had seen claimant's work before creating your work, describe where and how you saw claimant's work.

Never.

8. If you had never seen claimant's work before creating your work, state that here. Also describe any basis for believing that you did not have an opportunity to see claimant's work (also known as "**access**").

Never.

9. State in detail in what ways you believe the claimant's work is different or not substantially similar to your work.

I am a music producer/educator. This is my first priority always with my company Partners for the Arts Abroad. I was in no way trying to sell Bulgaria National Theatre or use his work as a focal point of the educational experience I was creating for the Sofia Symphonic Summit. Frankly, I am curious if he even has the permission from the Cultural Ministry to be soliciting the sale of a photograph that he wasn't responsible for producing considering the lighting and event. Respectively, it seems opportunistic and as I have explained in my previous letters that the Mr. Trinkhaus is exploiting the CCB. My acquisition of the asset would have been through a shared service or the Cultural Ministry of Bulgaria. I have plenty of other websites that show many images and have never had any such issues. I have contracted many artists across the globe and would never pay the exuberant commission for a single photograph.

10. If you have brought a claim or counterclaim for a declaration of noninfringement, describe how you found out that the party(ies) alleging infringement believed that you were infringing their work, and any actions you took relating to the work upon hearing of their allegations?

No.

11. To the extent the sale, publication, display, distribution, and/or performance of your work or copying of claimant's work has stopped, state when and how it stopped. To the extent it has not stopped, state that here and describe how such actions are continuing.

The moment Mr. Trinkhaus asked it to be removed the social media, it was removed. The initial publication of the image with the text overlay appeared on Facebook on March 24, 2020. I am unaware of how Mr. Trinkhaus shared with us about the misuse of his photo, however, he certainly got a hold of one of myself or one of team members. Possibly through email. As Mr. Trinkhaus explained in his complaint, the photo with the text overlay was removed at his request.

12. Has your work been published? If yes, when and where was it first published and where and when has it been published since?

I have many publications/productions of the work my company has produced. With Partners for the Arts Abroad LLC I started doing work in 2016. While completing my Ph. D. in Music Composition from the University of Florida, I was in charge of a large organization called the Fine Arts College Council. With this organization, I advocated for artists regularly, representing more than 30 organizations and supporting their endeavors.

13. To the extent you believe the other party(ies) was not **harmed** due to any **infringement** of claimant's work, state your basis for believing that here.

Mr. Trinkhaus' single photograph was not the focal point of the activity that we were trying achieve. This was an education program that was about bringing composers and conductors together. Furthermore, as a cultural place to explore Sofia, we suggested that our participants go to National Theater of Bulgaria. Our concerts and activities everyday took place in Bulgaria Hall, a separate location. The only complaint I have ever received in the history of the company is Mr. Trinkhaus.

14. Have you sold copies of your work? If yes, describe such sales in detail including how you went about selling your work and in what medium, how many sales, and the price you charged for the work or each copy of the work.

No.

15. If you are responding to an infringement claim or counterclaim, state:

a. The revenues and **profits** you have received, including any royalties received, directly related to the sale, licensing or use of any allegedly infringing material(s) in this proceeding.

Nothing.

b. The deductible expenses, such as the cost of producing the allegedly infringing material(s) directly related to that sale, licensing, or use, broken down into categories of expenses.

There were no deductible expenses to the best of my knowledge.

c. The elements of profit for that sale, licensing or use, that you believe resulted from factors **other** than the allegedly infringing material, such as from the aspects of your work not included in the claimant's work.

Nothing.

16. Review the Response you filed in this proceeding. For each defense you have checked in the Response Form, *#$"%&'"#$"#()"*+,&-".&/&($&$")*0"%1$,"+*"-#1$&*, list those defenses here, and separately for each one, describe in detail your basis for believing you have such a defense.

I am concerned that Mr.Trinkhaus is exploiting the nature of the CCB and it's due diligence. I am aware that he has several outstanding cases and is making his work accessible and than further leveraging the CCB. He openly admits that he wants his works to be stolen so he can file a claim at a later date. In the history of my company, I have never exploited artists or IP, in fact, I am an advocate for artists rights.

In the section of the Claim "Describe the Infringement" and Mr. Trinkhaus expressed the following:

"Claimant makes the image available for sale via the website https://sumfinity.com/photos/photos/bulgaria/sofia/national-palace-of-culture/ and this is likely from where the Respondent took the image.

The respondent at the time of the infringement was responsible for the website https://www.sofiasymphonicsummit.com/

For that summit, also a Facebook page was created and onto that Page my image was uploaded along with a text and logo layover.

Upon discovery the Claimant eached out to the Respondent and requested them to cease and desist as well as to pay the licensing fee. They removed the infringing copy but have otherwise ignored any communication."

As part of the request to removed the image as Mr. Trinkhaus asked for a cease and desist which I did immediately.

Certification of Discovery Responses

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Michael J. Polo

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- **5%(6** /&What the claimant has suffered or lost as a result of respondent’s ac1’ - (%;&
- **7$2("$#) 6) $&** /&@ - . /3’, 21&’ (03’ (, # 4 # (1& -)) *3%& 5 2# (&$&) - . /3’, 21#+& 5 - 3 : &’%&3#. 3 - + *) #+&+’%13’9*1#+&& . *9"’) "/&. #30 - 3 4 #+& - 3&+’%. "$/#+&& - 3& 4 $+#&’ (1 - &$&+#3’6$1’6#& 5 - 3 : & 5 ’12 - *1&. #3 4 ’%%’ - (& - 0&12#&) - . /3’, 21& - 5 (#3&&’0&12#&*%#&+ - #%& (- 1&A*$"’0/&0 - 3&$ (&#?) #. 1’ - (&&%*) 2&$%&0$’3&*%#;&
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- **8(32"&.** /&The money that the infringer earned in profits from the unlawful use of another’s work.&
- **:) . ; 3$."1)** /&B -)* 4 # (1%&12$1&$3#&3#A*#%1#+&0 - 3&. 3 - +*) 1’ - (&’ (&3#%. - (%#&1 - &+’%) - 6#3/&3#A*#%1%;&
- **:)< ') .&*23(*&=)*; (30 ' -&"3$*32*03 - ' 6) $&.** /& C 3’11# (&3#A*#%1%&. 3 - 6’+#+&9/&12#&@@D&12$1&3#A*’3#& . $31’#%&1 - &. 3 - 6’+#&+ -)* 4 # (1%&& - 12#3&’ (0 - 3 4 $1’ - (&& - 3&#6’+# ( )#&$%&. $31&- 0&+’%) - 6#3/&’ (&$ (&$) 1’6#& . 3 -) ##+’ (, ;&
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EXHIBIT 18

Respondent's profit and loss statement, Sofia Symphonic Summit, 2019 to 2023

PARTNERS FOR THE ARTS ABROAD LLC								
SOFIA SYMPHONIC SUMMIT P/L								
		Year	**2019**	**2020**	**2021**	**2022**	**2023**	
	Item							
	Gross Revenue		$ -	$ -	$ -	$ 75,166.00	$ 82,255.22	
	Producing Costs		$ (3,428.57)	$ (1,063.86)	$ -	$ (77,421.67)	$ (81,121.23)	
	Marketing	Itemized						
		MUSICAL CHAIRS	$ -	$ -	$ -	$ -	$ (95.00)	
		COMPOSERS SITE	$ -	$ -	$ -	$ -	$ -	
		PFTAA PROFESSIONAL DB	$ -	$ -	$ -	$ -	$ -	
		WEBSITE	$ (156.00)	$ (156.00)	$ (156.00)	$ (192.00)	$ (192.00)	
								TOTAL PL 2019 - 23
		YEAR END	$ (3,584.57)	$ (1,219.86)	$ (156.00)	$ (2,447.67)	$ 846.99	**$ (6,561.11)**

EXHIBIT 19

Respondent's screenshot of the Sofia Symphonic Summit Facebook activity log

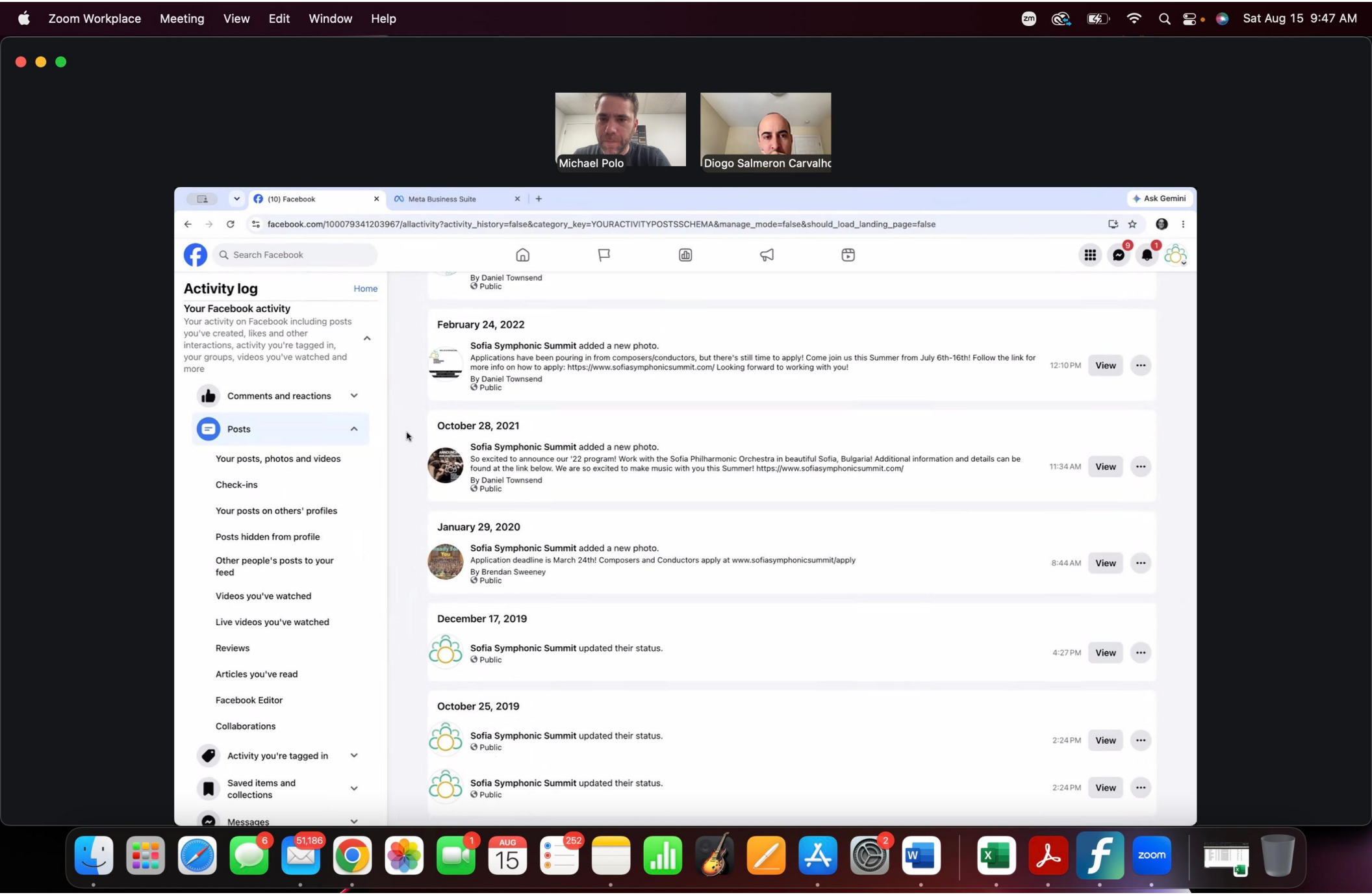

Zoom Workplace
Meeting
View
Edit
Window
Help
Sat Aug 15 9:47 AM
Michael Polo
Diogo Salmeron Carvalho
(10) Facebook
Meta Business Suite
Ask Gemini
facebook.com/100079341203967/allactivity?activity_history=false&category_key=YOURACTIVITYPOSTSSCHEMA&manage_mode=false&should_load_landing_page=false
Search Facebook
Activity log
Home
Your Facebook activity
Your activity on Facebook including posts you've created, likes and other interactions, activity you're tagged in, your groups, videos you've watched and more
Comments and reactions
Posts
Your posts, photos and videos
Check-ins
Your posts on others' profiles
Posts hidden from profile
Other people's posts to your feed
Videos you've watched
Live videos you've watched
Reviews
Articles you've read
Facebook Editor
Collaborations
Activity you're tagged in
Saved items and collections
Messages
By Daniel Townsend
Public
February 24, 2022
Sofia Symphonic Summit added a new photo.
Applications have been pouring in from composers/conductors, but there's still time to apply! Come join us this Summer from July 6th-16th! Follow the link for more info on how to apply: https://www.sofiasymphonicsummit.com/ Looking forward to working with you!
By Daniel Townsend
Public
12:10 PM
View
October 28, 2021
Sofia Symphonic Summit added a new photo.
So excited to announce our '22 program! Work with the Sofia Philharmonic Orchestra in beautiful Sofia, Bulgaria! Additional information and details can be found at the link below. We are so excited to make music with you this Summer! https://www.sofiasymphonicsummit.com/
By Daniel Townsend
Public
11:34 AM
View
January 29, 2020
Sofia Symphonic Summit added a new photo.
Application deadline is March 24th! Composers and Conductors apply at www.sofiasymphonicsummit/apply
By Brendan Sweeney
Public
8:44 AM
View
December 17, 2019
Sofia Symphonic Summit updated their status.
Public
4:27 PM
View
October 25, 2019
Sofia Symphonic Summit updated their status.
Public
2:24 PM
View
Sofia Symphonic Summit updated their status.
Public
2:24 PM
View

EXHIBIT 20

Wix notifications to Respondent of November 21, 2023: transfer invite sent and website successfully transferred

Gmail

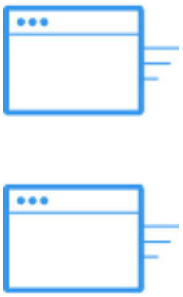
Michael Polo <mjpolo30@gmail.com>

Transfer Site Invite Has Been Sent

Wix.com <wix-team@notifications.wix.com> Tue, Nov 21, 2023 at 8:28 AM
Reply-To: "Wix.com" <team@notifications.wix.com>
To: [redacted]

Can't see this email? Click here





Transfer Site Invite Has Been Sent to dcarvmail@gmail.com

The invite to transfer the site: Sofia Symphonic has been sent to dcarvmail@gmail.com

The invite is sent from “Wix Team” and may be diverted to their spam folder. You can send them the link directly: http://wix.to/FUso1Jy

Next steps:

1. The new owner will get an invitation email to accept ownership of the site. The invite will expire after 3 days.

2. You’ll be notified once the new owner completes the process and the transfer is complete.

Questions? Contact Wix Support

Please do not reply to this email
500 Terry A Francois Blvd San Francisco, CA 94158
Wix.com Ltd., Wix.com Inc.
www.wix.com
View our Privacy Policy

Gmail

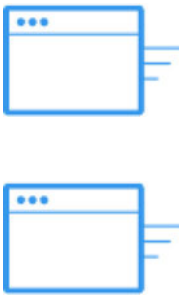
Michael Polo <mjpolo30@gmail.com>

Website Successfully Transferred

Wix.com <wix-team@notifications.wix.com> Tue, Nov 21, 2023 at 8:58 PM
Reply-To: "Wix.com" <team@notifications.wix.com>
To: [redacted]

Can't see this email? Click here

WiX.com



Website Successfully Transferred

dcarvmail@gmail.com has accepted and completed the transfer of the website: Sofia Symphonic

Create a New Website

Questions? Contact Wix Support

Please do not reply to this email
500 Terry A Francois Blvd San Francisco, CA 94158

Wix.com Ltd., Wix.com Inc.
www.wix.com
View our Privacy Policy

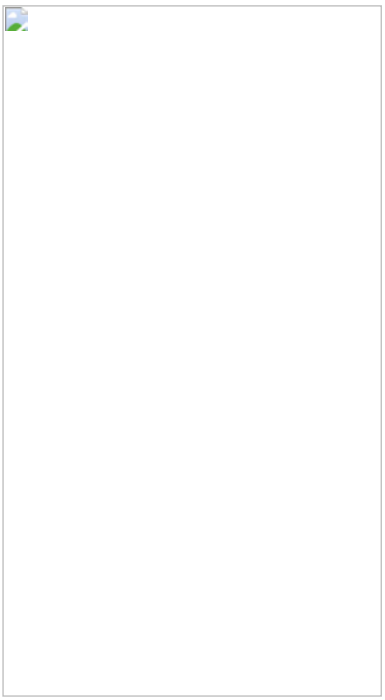
EXHIBIT 21

Internet Archive captures of sofiasymphonicsummit.com/about: Dec. 4, 2023; May 27, 2024 (with a screenshot of the archived page); June 26, 2024

The Wayback Machine - https://web.archive.org/web/20231204162237/https://www.sofiasymphonicsummit.com/about

SOFIA SYMPHONIC SUMMIT
COMPOSITION CONDUCTING

JULY 1-14, 2024
APPLICATIONS DUE FEBRUARY 1st

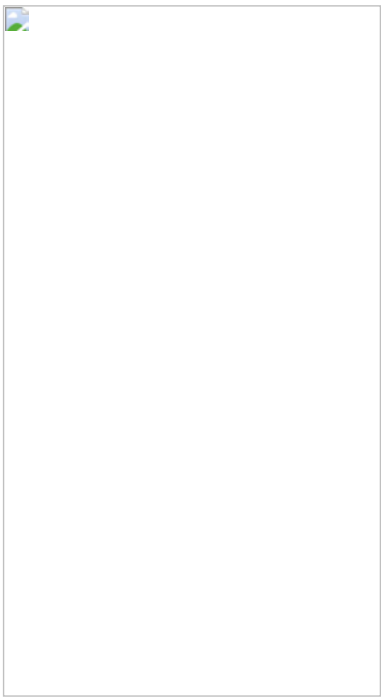


ABOUT

WHERE COMPOSER MEETS CONDUCTOR

Sofia Symphonic Summit provides a unique environment where emerging conductors and composers work closely together, manifesting the realization of newly composed works for symphony orchestra or wind symphony.

PAST EDITIONS



WHY SOFIA?

Sofia, the capital of Bulgaria, is known for its rich cultural traditions, beautiful architecture, and advantageous art

scene. The people of Sofia love and appreciate new music and eagerly await the presentation of new compositions representing contemporary influences and stylistic differences.

THE ORCHESTRA

PEOPLE AND PLACES



Nayden Torodov

Director of the Sofia Philharmonic

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Simeon Pironkoff

Director of Pedagogy

Learn more



Joanna Ruseva

Guest Performer

Learn more



Peter Kerkelov

Guest Composer

Learn More



Alexandra Karastoyanova-Hermentin

Guest Composer

. 2023-12-02 at 2.

Damon Talley

Conducting Faculty

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Bojidar Spassov

Guest Composer

Learn More

Learn More



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Guest Performer

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Tyler Austin

Staff Conductor

Learn More

Evan Harger

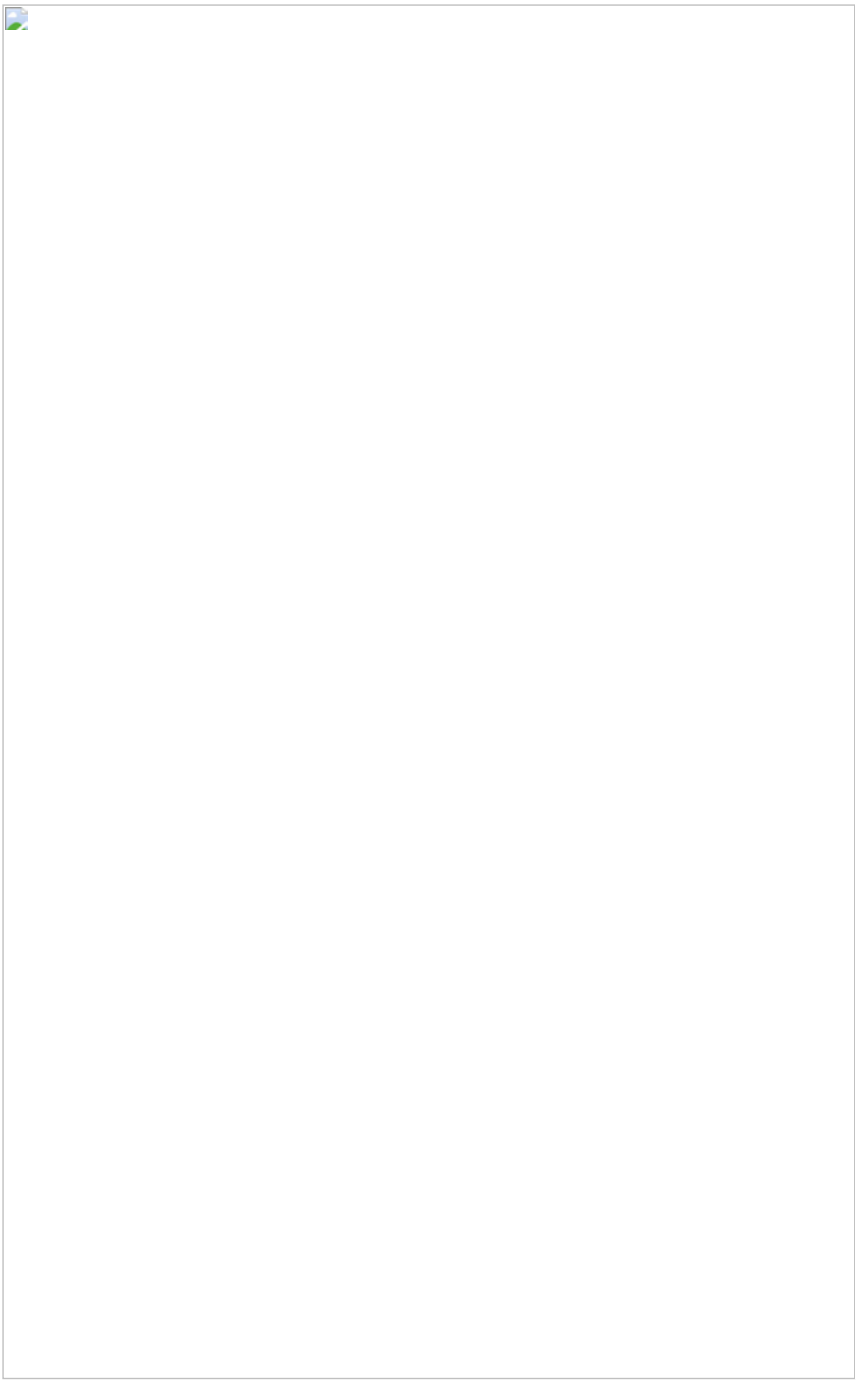
Staff Conductor

Learn More

Diogo Carvalho

Artistic Director

Learn More



TIMELINE and DETAILS

- Scholarships available up to €1500.
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2022

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Harry Bulow, Purdue University






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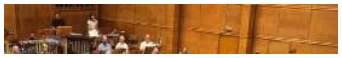



















2020 & 2021

SSS 2020 & 2021 were canceled due to the COVID-19 pandemic.

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SOFIA SYMPHONIC SUMMIT
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Guest Composer

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Damon Talley

Conducting Faculty

Bracha Bdil

Guest Composer



Bojidar Spassov

Guest Composer

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Guest Composer

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Fernando Hashimoto

Guest Performer

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Ricardo Averbach

Guest Conductor

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2024-05-20 at 11...

2023-05-25 at 3...

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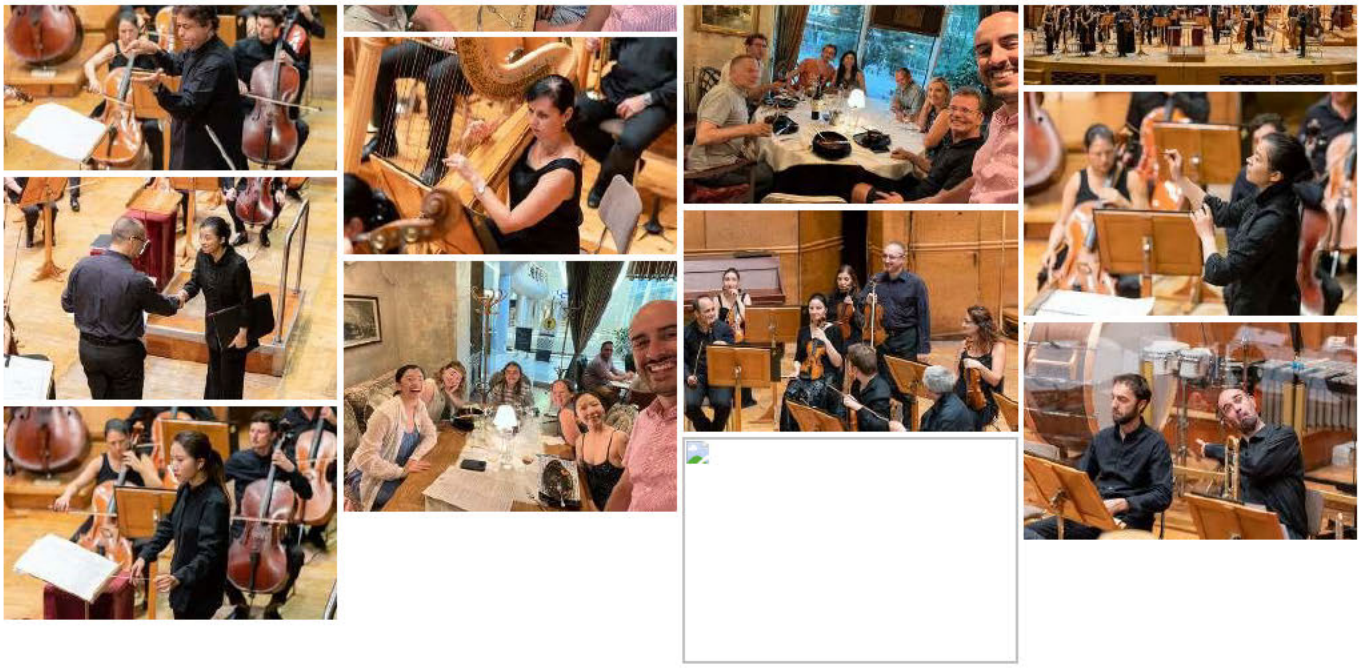
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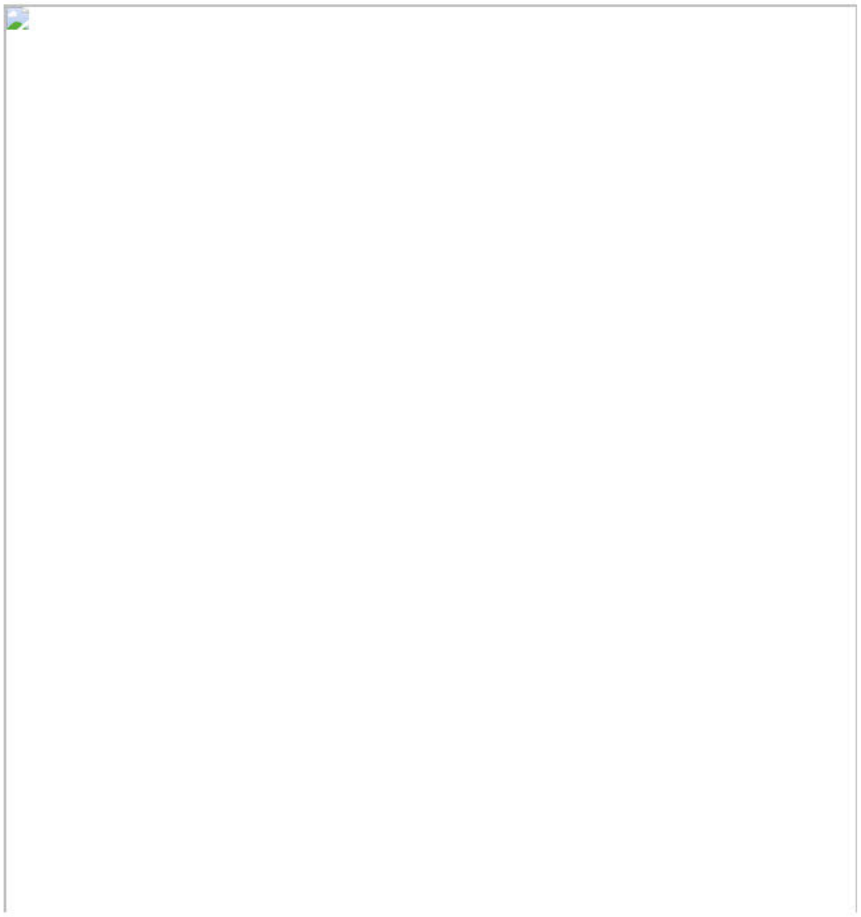
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2023

SOFIA SYMPHONIC SUMMIT
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SSS 2023 [illegible]pants and faculty from 11+ countries for 10 days of music and networking.

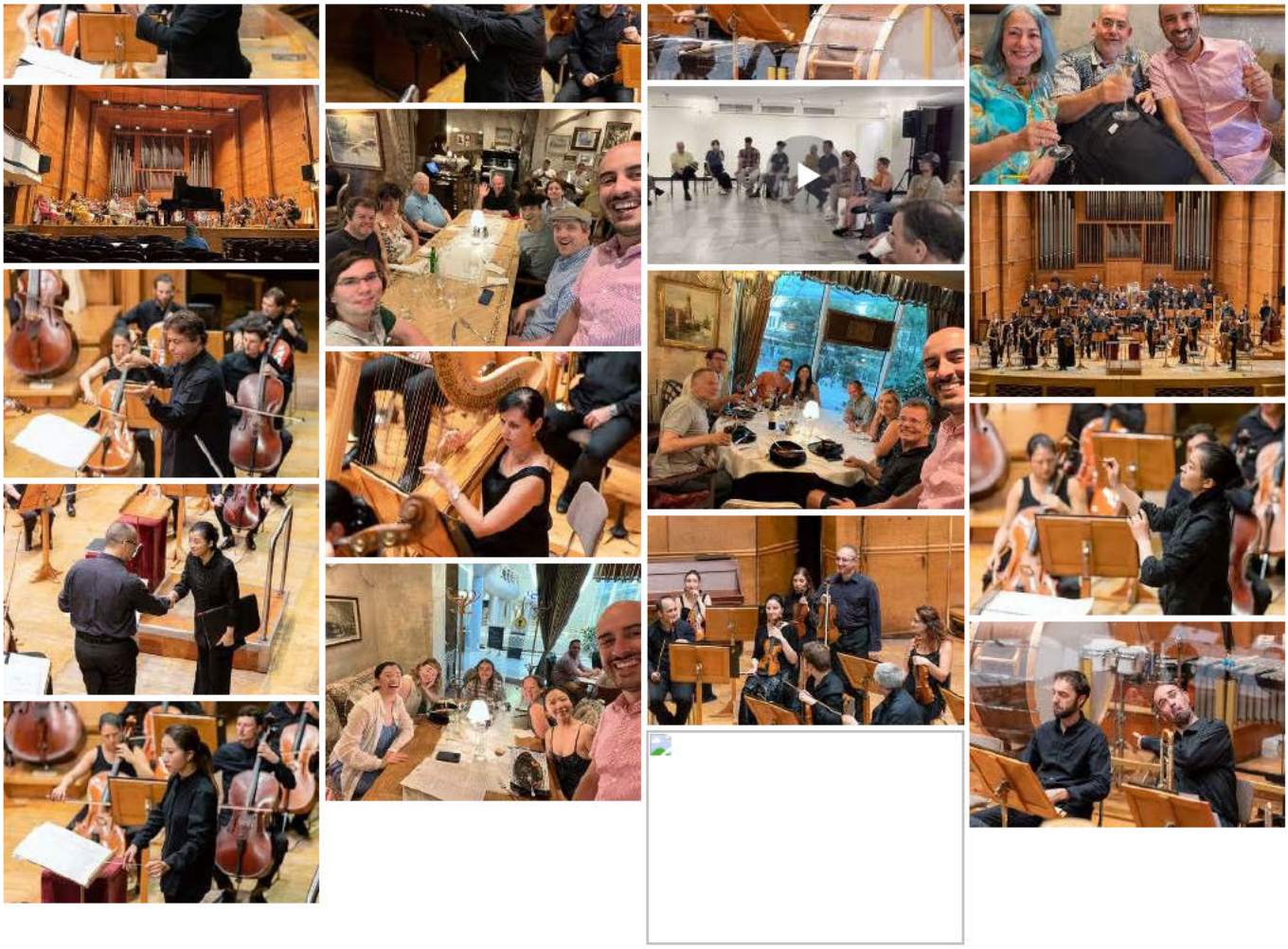
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Proof of Delivery

I hereby certify that on Monday, October 19, 2026, I provided a true and correct copy of the Claimant Exhibits to the following:

PARTNERS FOR THE ARTS ABROAD LLC, represented by Michael Polo, served via ESERVICE at mjpolo30@gmail.com

Signed: /s/ Nico Trinkhaus