



# Terms and Conditions of the Deutsche Telekom Group for Purchasing Creative Services (EB Creative Services)

## 1. Scope

- (1) These Purchasing Terms and Conditions shall apply to the purchase of services ("Leistungen") provided by creative agencies in the areas of marketing, sales and communication as well as design and customer experience. The present Purchasing Terms and Conditions shall apply exclusively. Any conflicting or deviating conditions of the Contractor shall not apply, even in the event of unconditional acceptance of the service despite knowledge of such conditions.
- (2) Only orders, calls, contracts, etc. (hereinafter referred to as the "**Order**") and other declarations of intent that are made in writing by a Procurement unit of Deutsche Telekom AG (hereinafter referred to as "**DTAG**") or a Group Company, (hereinafter referred to as the "**Customer**" respectively) shall be legally valid. The written form requirement in the sense stated above shall also be satisfied by communication methods provided electronically, by e-mail, fax or electronic communication methods specially provided by the Customer for carrying out purchasing transactions, including full integration, web-based applications, or statements transmitted via the Order Management Tool. An electronic declaration of intent shall be received on the day on which it is available for retrieval by the recipient under his electronic address during normal business hours; otherwise, it shall be received on the next business day. In the event that a special electronic communications method provided by the Customer to carry out purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to electronic communications methods provided by it (NB e-commerce - see under: [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).
- (3) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these EB Creative Services, DTAG and all companies in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as "**Group Company**") shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

## 2. Components of the agreement

The following components shall be part of the agreement in the order set forth below:

- a. The Order
- b. The service specifications
- c. The framework agreement, if one exists
- d. These EB Creative Services
- e. The Customer's Design Specifications in the current version available under [www.brand-design.telekom.de](http://www.brand-design.telekom.de)
- f. The "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "**Code of Conduct**" or "**SCoC**"; see [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).

Any terms and conditions in the offer or in the Order that deviate from these EB Creative Services are only effective if explicit reference is made to such deviation.

## 3. Integrity and cooperation/quality management and information security

- (1) DTAG has designed core principles and values that show DTAG's willingness to share business ethics and the social and ecological obligations with its contractors. Detailed information can be found in the SCoC.
- (2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the Customer is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.
- (3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.
- (4) The Contractor undertakes to immediately notify the Customer in writing as soon as it becomes aware of any problems relating to compliance with the Supplier Code of Conduct within its area of responsibility, and in particular, to avoid anything that may damage the Deutsche Telekom Group's brand image or endanger the reliable provision.
- (5) The Contractor shall comply with the security provisions of the Deutsche Telekom Group (see under: [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)) that apply to contractors and their vicarious agents, and inform and obligate accordingly the persons and/or subcontractors deployed to provide the service.
- (6) The Contractor shall ensure that both it and its subcontractors comply with the statutory provisions of the German Minimum Wage Act (Mindestlohngesetz - MiLoG). In this context, it shall be obligated, for example, to provide proof that the minimum wage is being paid by it and its subcontractors if requested to do so by the Customer in writing. The Contractor shall indemnify the Customer against any and all claims in connection with minimum wage payments; this shall also apply to any fines incurred. It shall also immediately inform the Customer if there are reasons to suspect that it or one of its subcontractors are violating statutory minimum wage requirements.
- (7) The Contractor shall adhere to the Customer's requirements for quality management, environmental protection, and information security. To the extent that this is requested in the specification, the Contractor (i) shall provide evidence of quality management in accordance with DIN EN ISO 9001, TL 9000, or an equivalent quality management system and provide data on the metrics described in the TL 9000 Quality Management System Measurements Handbook or agreed otherwise, (ii) shall provide evidence

of an environmental management system in accordance with DIN EN ISO 14001 or the EC Eco Audit Regulation, and (iii) shall provide evidence of an information security management system in accordance with ISO/IEC 27001 or equivalent.

- (8) The Contractor shall adhere to all applicable laws, regulations, decrees and ordinances with respect to the provision of services.

#### **4. Independent service provision/residence permit/work permit**

- (1) The Contractor shall provide the services independently and on its own responsibility. The Customer does not influence the manner in which the services are provided.
- (2) In principle, the Contractor shall be free to choose the place of performance for providing its services. However, if the project requires the services to be partially performed on the premises of the Customer, the Contractor shall also be prepared to provide the services on the respective premises to the extent required; the parties shall agree on the respective place of performance, taking the project's requirements into account.
- (3) The Contractor shall be solely responsible for issuing instructions to its employees and any subcontractors it deploys. The Contractor shall be free to organize the service provision and the allocation of time for its activities. However, to the extent required by the project, the Contractor shall coordinate with others involved in the project for the purpose of meeting agreed deadlines.
- (4) The Contractor undertakes to independently and properly tax the remuneration received from the Customer in compliance with the relevant tax laws.
- (5) If employees, vicarious agents, and subcontractors are deployed, the Contractor shall ensure that all of the necessary official approvals (e.g., work permit/residence permit) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with this requirement.
- (6) The Contractor shall be fully responsible for the deployment and performance of its staff in connection with the provision of services. When working at the Customer's facilities, the Contractor shall be obligated to ensure that its staff handle the Customer's property with care.
- (7) The Contractor is obligated to provide the Customer with an update of the status of the work at any time and, for this purpose, to grant rights of access and inspection.
- (8) The Contractor shall entrust only sufficiently qualified staff and external workers (subcontractors, i. e. freelancers/self-employed persons) with the fulfillment of the contractual obligations and, in particular, ensure compliance with any skills required by the Customer. Upon request, the Contractor shall submit to the Customer a description of the training and job profiles of the staff and external workers deployed or to be deployed, showing their qualifications for the services to be provided.
- (9) In the exceptional case that a replacement is necessary, a change of staff or external workers during the relevant term of the Order shall be announced to the Customer in advance in writing. Where such change is made, the transfer of project-specific know-how shall be at the expense of the Contractor.

#### **5. Scope of service and remuneration**

- (1) The remuneration for the service shall be paid either on a time and materials basis with a maximum limit (total net sum) or at a

fixed price. The stipulation in this regard and the remuneration rate applied on the basis of the skill levels for the relevant part shall be derived from the price list or stated in the relevant Order. The total price of the Order is deemed to be the maximum amount that must not be exceeded.

- (2) The Contractor is obligated to immediately notify the Customer's Procurement units, without being asked to do so, if the Contractor or any staff it deploys for the provision of the services (employees or any subcontractors) are simultaneously employed in other parallel projects within the Deutsche Telekom Group during the period of assignment, or if such deployment is being planned. The Contractor shall provide information on all projects, their precise scope, their duration, the associated SAP order numbers, and the contact person at Deutsche Telekom Group's end. If the Contractor does not meet this obligation to provide information, the Customer expressly reserves the right to arrange for an audit of all payments made by units at the Deutsche Telekom Group for such parallel-running projects and to reclaim payments made in this respect.
- (3) If time units are taken as the basis for invoicing the services actually provided, then proof of these time units must be provided to the Customer. To this end, the Contractor must provide, in reference to the specific services, detailed evidence that can be attributed to the relevant skill level of the staff deployed. Remuneration shall be based on the proof of performance validated by the Customer. The Customer shall not be invoiced for night, weekend, or public holiday surcharges.
- (4) The agreed remuneration shall cover all expenses incurred in connection with the provision of the service, in particular services of any subcontractors, all incidental expenses, expenses for rights of use and model rights, travel expenses, travel and waiting times. The Contractor shall specify for which of its own services the Customer has to pay social security contributions for artists.
- (5) Early performance and/or partial performance that has not been contractually agreed shall require the express written consent of the Customer. Any performance effected prior to the agreed date shall not constitute the start of a payment period associated with this date.
- (6) Additional services and expenses that become necessary during the term of agreement and have cost implications must be agreed between the parties in writing before they are provided, even if they are essential for the performance of the agreement. Existing appropriate image rights, available on [www.contenthub.telekom.de](http://www.contenthub.telekom.de), are to be used to reduce costs.
- (7) The Contractor shall offer DTAG and the Group Companies its services at the most favorable conditions, which the Contractor grants worldwide to DTAG itself and/or to a Group Company for services that are comparable with regard to quantity, quality, and market conditions. DTAG and the Group Companies may exchange relevant information at any time.

#### **6. Default**

- (1) If the Contractor realizes that it cannot meet the agreed dates, the Contractor shall notify the Customer without undue delay, in writing, of the reasons for and the duration of the anticipated delay. There shall be no entitlement to an extension of the agreed dates. The statutory and contractual consequences of default shall remain unaffected.
- (2) In the event of default, the statutory provisions shall apply, unless otherwise specified below.

- (3) The Customer shall be in default on payment only if it fails to make the payment following a reminder from the Contractor.
- (4) If a contractual penalty is agreed, the Customer is entitled to reserve the right to apply the contractual penalty until the final payment has been made.

## 7. Rights of use

- (1) The Customer is entitled to the exclusive, irrevocable, global and comprehensive rights of use – which are unlimited in terms of time, place and content – to the work results, works, and associated documents that arise in the context of the Order (work results, works, and associated documents hereinafter referred to as “**Work Results**”). The rights of use are covered by the agreed remuneration and particularly include, but are not limited to, the rights of use set out in **Annex 1** and thereby allow the usage in all media. Any limitations may only be effectively specified in the Order. The Customer is entitled to transfer and sublicense the Work Results to third parties, including but not limited to Group Companies. The aforementioned granting of rights of use shall also apply to types of use unknown at the time when the agreement is concluded.  
The right of use shall also in particular include the right to publish the Work Results in full or in part (in material or non-material form), and to produce copies, alter and edit the Work Results, including but not limited to making further use of them for follow-up agreements with third parties.
- (2) If a territorial restriction of the rights of use is agreed in an individual Order, the parties shall recognize this and accept that, despite the territorial restriction to the licensed territory, it may be possible in exceptional cases to access the Work Results from outside the licensed territory and that such access does not constitute an infringement by the Customer. A broadcasting station based in Germany may, for example, also be received in other countries (“overspill”). The parties also agree that the Work Results, if used on the internet, will be accessible across the entire globe and that a territorial restriction to the licensed territory will therefore not be applicable to the use in the internet.
- (3) The Customer is entitled, but not obligated, to use and utilize the Work Results. The Customer’s right of use shall also continue to apply in the event of termination of the relevant Order.
- (4) The Contractor shall inform the Customer in writing of any pre-existing works that feature in the Work Results or are used to produce the Work Results and are subject to property rights and/or copyright (hereinafter referred to as “**Pre-existing Works**”). This shall also include information on the group of persons entitled to exercise these rights. The Customer shall obtain a right of use to such Pre-existing Works as per number 7 (1).

Any limitations to the scope of the granting of rights described in number 7 (1) and in Annex 1 in terms of time, place, and/or content or regarding exclusivity may only be effectively specified in the Order by way of a corresponding express and written agreement. If the Order expressly indicates that the rights are being granted to the Customer only for one or more of the “media categories” defined in Annex 1 (i.e., paragraph (4) “print”, (6) “trade fair, OOH”, (7) “POS”, (9) “internet/social”, (10) “cinema”, (11) “TV/radio”), the granting of rights shall be limited to the media categories expressly mentioned in the Order. The rights of use set out in Annex 1 that are not defined therein as a media category – i.e., the rights of use described in paragraphs (1) – (3), (5), (8), and (12) – (16) of Annex 1 – shall also be granted to the Customer if the Order contains a restriction to certain media categories, unless the Order expressly contains a deviating provision in this respect.

The Contractor undertakes to always maintain records listing the individual Pre-existing Works with the scope of licensing and term and, in the case of creating and/or operating websites/portal sites/social-media-channels, all third-party content incorporated into these sites/channels (including by way of links, framing, embedding, etc.), detailing (i) the origin of the Pre-existing Works (in the case of links, framing, embedding, etc.: details of the source site (place of publication)), (ii) the respective method of technical incorporation, along with (iii) an outline of the measures taken to ensure legal compliance (including deletion of expired Pre-existing Works) in a given case. The Contractor shall regularly update these records and provide them to the Customer at its request and at the end of the agreement in digital form.

- (5) The Customer is entitled, but not obligated, to indicate authorship on or in connection with the Work Results. The Contractor shall ensure that any authors do not exercise their moral rights, particularly the right of access to copies of Work Results and the right to be indicated as author. In the case of purely editorial-journalistic use of the Work Results, the Customer will - to the extent possible and customary - identify the author on or in connection with the Work Results. For this purpose, the Contractor shall provide the Customer with a complete listing of the authors for each Work Result, in the case of digital works in the metadata. In the case of corporate communications/advertising/commercial uses, the Customer is entitled, but not obliged, to name the author. The Contractor shall ensure that authors do not assert their moral rights, i.e. in particular the right of access to workpieces as well as the right to name the author in the aforementioned non-binding areas.
- (6) The Customer shall obtain a non-exclusive, irrevocable, transferable and sublicensable right to use the knowledge and findings of the Contractor that are introduced in the process of performing tasks; this right shall be unlimited in terms of time, place, and content and be covered by the agreed remuneration.
- (7) All Work Results, including any stages of development of the Work Results that are reached in the course of the service provision by the Contractor or derived from them, shall belong to the Customer. The Contractor shall assign the rights to the Work Results, as far as they are assignable, to the Customer at the point in time they arise. At this point in time, the Customer accepts the assignment of the rights. Only the Customer is entitled, irrespective of assigned rights or exclusive rights, to establish worldwide property rights by using or applying for and registering them, to use or to exploit these rights in any other way. The Contractor is not entitled to register trademark, domain, or design rights in its name or on behalf of the Customer. The Contractor shall make use of inventions or parts of inventions of its staff or of staff of its subcontractors that arise in the course of the service provision in accordance with the statutory provisions, including, but not limited to the German Employee Inventions Act (Gesetz über Arbeitnehmererfindungen – ArbNErfG), and transfer the rights to them to the Customer. The Contractor shall provide the Customer with all the support it needs to establish and, including, but not limited to, register these industrial property rights; the Contractor shall also provide all the necessary documents for this purpose and submit all necessary declarations vis-à-vis the Customer or third parties. The Contractor shall place its employees and subcontractors under an obligation for this purpose.

## 8. Contractor’s power of disposition

- (1) The Contractor is responsible for ensuring that it holds all necessary rights to the services, including but not limited to the Work Results, to grant the Customer the necessary rights to the contractual use of the services, including but not limited to the Work Results, and shall provide the Customer with a guarantee

- to this effect. The rights whose availability is to be ensured by the Contractor shall notably include copyrighted rights of use (where applicable, rights to use databases, or material parts of databases, and computer programs) and ancillary copyrights, personality rights (including but not limited to the right to one's own image/model right and the right to one's own voice), name, design (registered design), brand, title, trademark, patent, and utility model rights, other industrial property rights, and marketable legal positions such as domain names, etc. The Contractor shall notably ensure that it holds the relevant rights, including but not limited to in relation to authors, performing artists, producers of sound carriers, distributors, publishers, other holders of ancillary copyrights, collecting societies and other rights management companies, that it properly pays the relevant fees to the entitled natural and/or legal persons, and that, beyond bearing the costs, it fulfills all necessary reporting obligations vis-à-vis collecting societies and other rights management companies. Exempt from the rule set out in this number 8 (1), however, are the rights exercised by a collecting society or another rights management company with regard to musical works that are based on the music recordings featured in the Work Results (cf. the special provision in number 8 (5)).
- (2) Furthermore, the Contractor is responsible for ensuring the Work Results neither violate personality rights nor give rise to objections under competition law or any other legal objections and shall provide the Customer with a guarantee to this effect. If persons are recorded (audio, image, or film) in the Work Results, this shall include the necessary clarification of rights as per the General Data Protection Regulation (GDPR) to produce and process the personal data of the person recorded for the usage of the Work Results as per number 7 (1). In this respect, the Contractor also guarantees compliance with any provisions pertaining to data protection law.
- (3) The Contractor additionally ensures, provided the Contractor is not itself an author/holder of ancillary copyrights, that the authors of and/or the holders of ancillary copyrights to the Work Results supplied by the Contractor receive appropriate compensation for the services they have provided.
- (4) If the Work Results are (moving) image content with music, the Contractor is responsible for ensuring that the synchronization rights and permissions required for film production and utilization have been acquired and obtained and provides the Customer with a guarantee to this effect, unless this is expressly specified otherwise in the Order.
- (5) In providing the Work Results, the Contractor is obligated to mark the underlying musical works and/or components of musical works that are subject to collecting societies or other rights management companies and contained in the Work Results by handing over a corresponding list and, at the same time, to provide the Customer with the information necessary to notify the collecting society or any other rights management company, and to immediately comply with other requested acts of cooperation, including but not limited to provide the Customer with an already completed notification form. Any fees of a collecting society or another rights management company incurred for the use of the underlying musical works shall be borne by the Customer. If, in providing the Work Results, the Contractor does not point out the relevant Work Results to the Customer by way of marking them as relevant, the unmarked Work Results shall be deemed as not subject to a collecting society or another rights management company, with the consequence that the Contractor shall indemnify the Customer from any claims made by the collecting society or other rights management company in accordance with number 10.
- (6) As far as the subject of the Order is the production of audio and/or audiovisual content, including but not limited to commercials, the Contractor is obligated to register this audio and/or audiovisual content with the competent collecting society or other rights management company in the Customer's name. The Contractor undertakes to carry out the necessary registration completely and correctly. In this respect, the Customer points out that, as long as the Customer's jingle is featured in the audio and/or audiovisual content, the Customer's jingle must be declared as a featured work upon registration. The Contractor will receive the information required for this from the Customer.
- (7) In the event that websites/portal sites are designed and/or operated for the Customer, the Contractor undertakes to make each individual module including incorporated (through links, framing, embedding, etc.) third-party content live only after obtaining the Customer's approval (acknowledgment). At the Customer's first request, the Contractor shall remove, without undue delay, the content designated by the Customer (content produced by the Contractor or the Customer or third-party content) from the portal sites without the Customer having to give reasons for its desire for deletion.
- (8) With regard to creating and publishing social media posts, the Contractor undertakes to adhere to both the applicable laws and the terms and conditions of use of the relevant social media platform. The Contractor undertakes to publish social media posts only after obtaining the Customer's approval (acknowledgment). At the Customer's first request, the Contractor shall, without undue delay, delete or arrange deletion of the posts designated by the Customer on the relevant social media platform, without the Customer having to give reasons for desiring the deletion. If third parties, state institutions included, assert claims and/or infringement of rights based on a breach of the aforementioned obligations, the Contractor shall indemnify the Customer from these third-party claims as per number 10.
- 9. Legality of Services**
- (1) The Contractor undertakes to adhere to all legal provisions with regard to the legality of the services/ Work Results and to provide the Customer with a guarantee to this effect. In addition, the Contractor is responsible for ensuring that no health and/or safety problems arise from the use of the services and Work Results and provides the Customer with a corresponding guarantee in this respect.
- Insofar as the Contractor provides the Customer with Work Results that refer/link (by way of hyperlinks, framing, embedding, etc.) to content beyond the Customer's control, the requirements set out in this number 9 shall also apply to such content. The Contractor undertakes to carry out its own comprehensive checks of the content to ensure that these requirements are adhered to.
- In the event that websites/portal sites/social media channels are designed and/or operated for the Customer, the Contractor undertakes to adhere to the statutory provisions that apply to the Customer (including but not limited to the obligation for commercial website providers within Germany to publish their details (Impressumspflicht) and the obligation to provide a privacy statement).
- (2) Legality shall be determined in accordance with German law. If the services/Work Results (including but not limited to owing to the language) or the territories for which the services/Work Results are intended under the agreement (including but not limited to when intended for other countries) provide any indication that the services/Work Results are also subject to the provisions of another legislation or several other legislations,

- legality shall also be determined in accordance with these other legislations.
- (3) Including without limitation, the Contractor shall not offer, provide, enable access to, or advertise any services/Work Results that violate the provisions of the German Criminal Code (Strafgesetzbuch – StGB), the German Youth Protection Act (Jugendschutzgesetz – JuSchG), the State Treaty on Youth Media Protection (Jugendmedienschutz-Staatsvertrag – JMStV), in particular § 4 (1) JMStV (absolutely prohibited content), the Controlled Substances Act (Betäubungsmittelgesetz – BtMG), the State Treaty on Gambling (Glücksspielstaatsvertrag – GlüStV), the Medicinal Products Act (Arzneimittelgesetz – AMG), or the Weapons Act (Waffengesetz – WaffG). Nor shall the Contractor supply any services/Work Results that are included in the list in § 18 of the German Youth Protection Act (Jugendschutzgesetz – JuSchG) or that in terms of content is entirely or substantially comparable or identical to any work included in this list. The Contractor shall explicitly inform the Customer of sales restrictions regarding the content pursuant to § 4 (2) JMStV (relatively prohibited content) or § 5 (1) and (2) JMStV (content detrimental to development) when the services are provided.
- (4) The Contractor undertakes to ensure that the Work Results feature neither advertising nor sponsoring from third parties, unless the nature of the matter (e.g., in the case of YouTube videos) rules this out.
- 10. Indemnification**
- (1) The Parties shall notify each other without undue delay if any claims related to third-party rights have been made or threatened, and/or inform the other party without undue delay if they become aware of any infringements or alleged infringements of any third-party rights in connection with the services/Work Results.
- (2) On the first written request, the Contractor shall fully indemnify the Customer from any and all legal actions, demands, costs, liabilities, losses, claims, damages and expenses that the Customer incurs due to the infringement or alleged infringement of third-party rights and/or due to the lacking legality of services/Work Results (including but not limited to in the event of alleged infringement of criminal or regulatory law provisions, intellectual and industrial property rights, rights to one's own image, personality rights, rights to an organized or exercised commercial undertaking, or regulations pertaining to data protection law or competition law). If an author or an ancillary copyright owner directly approaches the Customer and asserts claims arising from § 32a (2) of the German Copyright Act (Urheberrechtsgesetz – UrhG), the Contractor shall also indemnify the Customer from corresponding claims as per this number 10 (2).
- (3) The obligations to indemnify in accordance with number 10 (2) shall also apply if third parties assert other claims against the Customer on the basis of data protection regulations, in particular for information, correction, deletion or blocking of personal data.
- (4) In addition to these obligations, the Contractor may, at its own discretion and at its own expense, either:
- (a) modify or replace the services/Work Results in a way that prevents third-party rights from being infringed or allegedly infringed and/or avoids illegality, but that ensures the services/Work Results continue to comply with the contractually agreed requirements in all respects; or
- (b) obtain the right for the Customer to (continue to) use the services/Work Results in accordance with the contractual agreement.
- (5) The Customer is entitled to choose to take over the legal defense against claims made or threatened pertaining to third-party rights to the Work Results, irrespective of whom these made or threatened claims are directed at; in this case, the Customer will appropriately instruct the Contractor on the defense and give appropriate consideration to the Contractor's interests during the defense. In this case, the defense will be carried out solely by and at the expense of the Customer, whereby in particular (1) the choice of legal representatives is up to the Customer, unless this is unreasonable for the Contractor; (2) all judicial and extrajudicial submissions must be approved in advance by the Customer; and (3) no acknowledgments or settlements are to be made without the Customer's consent. The Contractor shall in this case support the Customer in the legal defense, including but not limited to by providing the necessary documents and submitting necessary declarations, including vis-à-vis third parties.
- 11. Acknowledgement of the service, acceptance, retention of the Work Results**
- (1) The Customer will acknowledge the services or partial services when the Contractor has provided the services in accordance with the service specifications.
- (2) If specific results are to be delivered, then the services shall only be accepted when the services/Work Results provided correspond to the agreed requirements.
- (3) Slight defects shall be rectified without delay, provided no new service is required.
- (4) In the event that acceptance is refused, the Contractor shall improve or subsequently provide the outstanding services without delay, at the latest within a reasonable period of time to be determined by the Customer.
- (5) If the submitted result does not correspond to the contractual agreements, in particular the assurances and guarantees agreed in the individual agreement, the Customer will be free to assert claims to which it has a contractual or statutory entitlement, including terminating or rescinding the Order or requesting the Contractor to subsequently provide the outstanding services without undue delay and/or subsequently improve the services provided and to submit them to the Customer again. If subsequent improvements are out of the question, the parties can, among other things, agree on a price reduction.
- (6) All – including digitalized – Work Results and documents (e.g., final drawings, film copies, audio tapes, photographs, negatives, data carriers, files, website content, etc.) created during the fulfillment of the Order shall pass to the Customer once the agreed remuneration has been paid in full. The Contractor is obliged to deposit and transfer all relevant data in a structured form (from motifs to the finished Work Results, e.g., advertising campaigns such as television commercials, radio, online media, prints, etc.) onto the [www.brand-dialog.telekom.com](http://www.brand-dialog.telekom.com) platform or a platform designated by the Customer at a time specified by the Customer, and to nominate a central contact person responsible for maintaining transparency and data quality who can be reached at any time during normal business hours. The Contractor shall store for an indefinite period the Work Results and documents that have passed to the Customer, particularly those that the parties have agreed not to archive with the Customer. The storage is compensated with the agreed remuneration. The Contractor is to make further storage dependent on the agreement of a fee after the expiry of three (3) years from acceptance of the Work Results. These documents, including all copies and duplicates, shall be handed over at the request of the Customer, as far as possible in electronically readable form on data carriers. If the Contractor uploads the Work Results

onto a domain that does not belong to the Customer, the Contractor shall generate a data extraction and transfer it on request in digital form on data carriers to the Customer before the agreement comes to an end. Duplicates of documents in electronic media and on data carriers that cannot be handed over shall be deleted or rendered permanently unusable by the Contractor. The data extraction, the hand-over, and the deletion shall be covered by the agreed remuneration. Regardless of the legal grounds, the Contractor has no right of retention regarding the Customer's property and the data carriers. Mandatory statutory storage obligations of the Contractor (e.g. according to the German Commercial Code (Handelsgesetzbuch – HGB)) shall remain unaffected.

- (7) At the Customer's request, the Contractor shall also make arrangements with the relevant company for the storage of the props and prototypes procured by and/or for the Customer. Any storage costs shall be clarified by mutual agreement.

## 12. Liability for defects

- (1) The Contractor guarantees that its services are provided in accordance with the contractual agreements, with customary professional diligence and on the basis of the state of the art in science and technology, and that they comply with the relevant statutory provisions and agreed guidelines, etc.
- (2) The Contractor shall in particular be obligated to bear all costs and expenses arising in connection with defects and the remedying thereof. Further statutory claims of the Customer shall remain unaffected.
- (3) If the Customer unsuccessfully grants the Contractor a reasonable grace period to effect subsequent performance, or if the subsequent performance is ultimately unsuccessful, the Customer is entitled to reduce the remuneration or to rescind the agreement and demand compensation.
- (4) Unless longer periods are provided by law, the Customer's claims due to defects of title shall be subject to a limitation period of two years from the time a third party asserts a claim for infringement of industrial property rights or any other rights or the Customer becomes aware of the defect of title through other means.
- (5) The period of limitation for defects of quality and of title shall be extended by the time the defective service cannot be used for the intended purpose.

## 13. Confidentiality, data protection, protection of professional secrets, brand

- (1) Both parties undertake to treat as confidential all information from the business of the other party and its affiliated companies pursuant to §§ 15 et seq. of the German Stock Corporation Act (Aktengesetz – AktG) and companies it shares a business relationship with, which they become aware of through their business relationship and which is not generally available; such information shall not be used for their own or third parties' purposes. This shall also apply to personal data, address files, and customer details made available to the Contractor. This duty to maintain confidentiality shall not apply within the Deutsche Telekom Group. The contractual obligations to maintain confidentiality shall not exist if and to the extent that the relevant information:
- a) is demonstrably generally known or
  - b) becomes generally known through no fault of the other party or
  - c) is already available to the other party or
  - d) must be disclosed by the other party due to an order issued by a competent court, authority, or another institution, or due to a statutory obligation.

- (2) The Contractor undertakes to maintain telecommunications secrecy, comply with data protection provisions and, including but not limited to, the protection of personal data. In the event that the Contractor processes personal data on behalf of the Customer, the Contractor undertakes to conclude a commissioned data processing agreement with the Customer based on the Customer's current model agreement.

- (3) If the Contractor provides its services for the Customer vis-à-vis a person subject to a legal obligation of professional secrecy ("Berufsgeheimnisträger"), the Contractor shall observe the "Obligation to protect confidential information pursuant to § 203 StGB (German Criminal Code)" (under [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).

- (4) The Contractor is responsible for placing all natural and legal persons that it involves in the provision of services under a corresponding written obligation and to provide evidence of this to the Customer on request.

- (5) Only after obtaining the Customer's prior written consent may the Contractor pass on Work Results from the agreement and any information about them to third parties or publish such results or information. This requirement for consent shall also apply to utilizing unpublished Work Results.

- (6) Any mention of the Customer as a reference and publications about the subject of the agreement require the Customer's prior express consent in writing. A consent is valid until it is revoked. The Customer is entitled to revoke such consent at any time without complying with a specific notice period and without stating the reasons. Consent issued to mention the Customer as a reference does not encompass the use of the Customer's brands. The use of these brands requires a separate agreement between the parties.

- (7) At the beginning of the collaboration, the Contractor shall receive a briefing on the design specifications, particularly the branding, corporate design, and corporate identity of the Customer ("Design Specifications"). The Contractor is under an obligation to train, at its own expense, its staff and its subcontractors on the implementation of the Design Specifications and to deploy them only when they have completed this training. The Customer will provide training materials. The Contractor shall nominate a central contact person who is responsible for the implementation of the Design Specifications and who can be reached at any time during normal business hours. The Contractor shall bear any costs resulting from the incorrect application of the Design Specifications.

The Customer is entitled to change or replace the Design Specifications during the term of the agreement. The Contractor is obligated to apply the Design Specifications in the version valid at the time of application. The Contractor can access the Design Specifications via [www.brand-design.telekom.com](http://www.brand-design.telekom.com) or in another form specified by the Customer during the term of the agreement. The Contractor can have compliance with the Design Specifications reviewed at [www.brand-dialog.telekom.com](http://www.brand-dialog.telekom.com), without this constituting acknowledgment or acceptance of the Contractor's performance.

- (8) The Contractor undertakes to explicitly inform its employees, agents, and subcontractors that the Customer may collect and process the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, city, and country. The following information may also be collected on employees, vicarious agents, and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany: validity period of the work permit and/or



residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.

- (9) The above obligations shall continue to apply after the agreement has expired.

#### **14. Termination, rescission ("Kündigung, Rücktritt")**

- (1) The Customer has the right to terminate the agreement, in part or in full, at any time without indicating the reasons by giving 14 days' notice. In particular, the agreement will be terminated if the Customer concludes that the Work Result cannot be achieved.
- (2) The Work Results achieved up until the point of termination shall be documented and handed over to the Customer with all documentation.
- (3) In the event of termination or rescission for reasons for which the Contractor is not responsible, the remuneration for the result achieved up to the termination shall be measured against the envisaged end result; it shall not exceed, however, the extent of the useful, proven services actually provided up to the point of termination.
- (4) The right to terminate the agreement for good cause shall remain unaffected.
- (5) Each party is entitled to terminate the agreement for good cause or to rescind the agreement in particular
- if an application is filed to initiate insolvency proceedings in respect of the other party's assets,
  - if the other party has suspended payments on a permanent basis,
  - if the other party ceases its business operations or the part of its business operations that applies to the contractual services, or
  - if an event occurs that approximately corresponds to the aforementioned situations under the laws in effect at the affected party's place of business.
- The Customer shall also be entitled to terminate the agreement for good cause if the Contractor (and/or its subcontractors) do not meet the requirements of the German Minimum Wage Act (Mindestlohngesetz - MiLoG).
- (6) If upon the Customer's request services are to be continued or ended by a third-party, the Contractor shall support the Customer in a handover (e.g., with a migration plan) in such a way that no avoidable disadvantages/damage arise(s) for the Customer.
- (7) Upon termination of the agreement, irrespective of the legal grounds, the Contractor is no longer entitled to use the documents, information, access data, and property rights, including but not limited to software codes, that were handed over to the Contractor in the course of the performance of the agreement. Without prejudice to the obligations in number 11 (6), the Contractor shall, at the Customer's request, destroy or delete the documents, information, and access data. The Contractor shall inform the Customer no later than 14 working days before the termination of the agreement about the intellectual or industrial property rights and marketable legal positions managed or used by the Contractor. These are to be surrendered to the Customer on request. The Contractor is obligated to assist with the surrender, including by submitting declarations vis-à-vis third parties.

#### **15. Representation**

- (1) The Contractor shall observe the rights and interests of the Customer within the scope of the services to be provided by it. The Contractor is not entitled to represent the Customer vis-à-vis third parties in legal transactions or to pose as the Customer's representative. The Contractor undertakes to work

cooperatively with other contractors engaged by the Customer and to ensure that these contractors receive all the information, data, and submissions they need from it in full and on time.

- (2) The Contractor shall indemnify the Customer against all claims that may arise from any breach of the agreement, in accordance with the principles of apparent authority.

#### **16. Performance of the agreement by third parties**

- (1) The deployment of third parties as subcontractors (this includes external consultants and freelancers) requires the prior written consent of the Customer. Companies affiliated with the Contractor pursuant to §§ 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG) shall also be classed as subcontractors within the meaning of this number.
- (2) The Customer's consent to subcontracting does not permit the respective subcontractor to arrange subcontracting on its part. Each further subcontracting level requires the prior written consent of the Customer.
- (3) An Order shall not constitute an employment contract between the Customer and any person employed by the Contractor or a subcontractor. The Contractor and its subcontractors shall be responsible for all employer obligations that are imposed on it/them due to public regulations, by an authority due to public regulations, or by an authority as a result of performing an Order and in respect of the Contractor's taxable income. Furthermore, the Customer shall not be liable for paying any salaries, travel expenses, personal taxes, social insurance contributions, and insurance premiums, etc. in relation to employees or consultants of the Contractor or its subcontractors. The Contractor shall indemnify the Customer from any liability and hold the Customer harmless from any action or omission that violates this obligation.
- (4) If the Customer gives its consent, the Contractor shall ensure that all subcontracts awarded under the relevant Order are organized in such a manner that the Contractor is fully able to meet its obligations toward the Customer.
- (5) The Contractor shall ensure that it concludes good conduct agreements with subcontractors, particularly with performers in the media industry, that oblige the subcontractor to not make any negative statements in any form about the Customer and its Group Companies and their products/services during and for five years after the term of the relevant Order and to avoid any forms of conduct in the aforementioned period of time that could damage the subcontractor's own public image. This obligation of good conduct also applies to the Contractor.
- (6) The Contractor's liability shall remain unaffected by the subcontracting, by the information on the structure of the subcontracting relationship, or by the consent thereto by the Customer.

#### **17. Ban on deployment**

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, if they have received severance payment in connection with termination of employment. In addition, if in the specific instance the Customer's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.
- (2) Against this background, the Contractor, in turn, shall

undertake to ensure that in providing its service to the Customer, the retired civil servants stated in number 15 (1) or personnel as defined by number 15 (1), sentence 3 shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in number 15 (1) are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.

- (3) If the Contractor violates the provisions of this number 17, the Customer shall be entitled to terminate the agreement for good cause. The Customer also expressly reserves the right to assert damage claims due to such violation.

#### **18. Invoices, terms of payment, taxes**

- (1) Invoices shall be submitted after the service has been provided in full, unless the parties have expressly agreed otherwise. In the exceptional case that an advance payment has been agreed in the Order, the Contractor, at the Customer's request and at the Contractor's own expense, shall provide an absolute bank guarantee or, if agreed upon, another security.
- (2) Invoices shall be sent exclusively to the invoice address specified in the Order.
- (3) The Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular invoice line items must match Order items. As a rule, upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront, partial, partial final and final invoice are to be marked as such and listed individually in numbered sequence. The invoice shall contain the unit placing the Order, the Order number, the recipient and, in the case of services (for the purpose of this number 18 (3) "Dienstleistungen") and external services ("Fremdleistungen"), the proof of performance (proof of time, costs, third-party costs with confirmation of receipt if available, and of contributions made to the German Social Security Insurance Scheme for Artists (Künstlersozialkasse – KSK)). The invoice shall be in accordance with § 14 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). If the invoice does not comply with the aforementioned requirements, the Customer reserves the right to return the outstanding invoice in order for the Contractor to complete or correct it. In such a case, the payment term shall begin only after the completed or corrected invoice has been received. Even if the Customer does not make use of the aforementioned proviso, it shall not be responsible for any delay in payment. The invoice shall not be issued and sent to the address given in the Order before the day on which the service is rendered in accordance with the agreement.
- (4) Changes and additions to the agreement shall only be remunerated if the Customer made a prior written change to the Order in this regard. An accepted cost estimate shall not suffice for this purpose.
- (5) The prices agreed are net prices. Any value added taxes (VAT), if any, shall be added at the statutory VAT rate. The Contractor shall invoice its services and supplies according to § 14, 14a of the German Value Added Tax Act (Umsatzsteuergesetz – UStG) (Art. 226, 226a Council Directive 2006/112/EC).
- (6) The invoice shall not be paid before the service has been provided. The payment period shall be 30 days, net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this number 18, but not before performance/acceptance of the service. A 3%

discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.

- (7) The unconditional payment of the invoiced amount by the Customer shall not constitute recognition of the Contractor's service as being in accordance with the agreement.
- (8) If self-billed invoices have been agreed, the following provisions shall apply in deviation from or in addition to the provisions of this number 18:

The Customer effects payment without the Contractor submitting invoices. The payment period shall commence when the Customer has finished entering the data, but no later than three working days after submission of the delivery note/proof of performance and not before fulfillment/acceptance of the service/Work Results.

The service shall be billed on the basis of the delivery note/proof of performance. The Contractor shall receive self-billed invoices according to § 14 (2), sentence 2 UStG (Art. 220 second alternative of Council Directive 2006/112/EC) from the Customer on a monthly basis by the third working day of the following month as proof of performance recorded by the Customer electronically. The self-billed invoices shall show the services according to type and quantity, as well as the net prices, the value added tax rate, the value added tax amount, and the total amount for each delivery note/proof of performance. Number 18 (5), sentence 2 shall apply mutatis mutandis.

- (9) In the case of services that are provided by a Contractor not established in Germany to a Customer established in Germany for which the place of supply is deemed to be in Germany, the liability to pay VAT passes to the Customer (§ 13b UStG, Art. 196, 44 Council Directive 2006/112/EC). The Contractor shall not itemize German VAT on the invoice for these services.
- (10) The Customer shall not be liable for any income tax, corporation tax, or other comparable taxes of the Contractor which are in connection with entering into and implementing the agreement. Insofar as withholding taxes should be due under German or another income or corporation tax law, the Customer has the right to withhold the minimum amount of tax stipulated by statute from the payments agreed upon. If exemption is permissible in whole or in part under a double taxation agreement, the Contractor undertakes to procure this exemption and submit it to the Customer so that the latter can refrain in whole or part from withholding the taxes subject to the provisions applicable. If a notice of non-liability for tax has not been submitted at the time of payment, the Customer has the right to deduct the amount of tax prescribed by statute. In such case a tax certificate is being sent to the Contractor stipulating the amount of taxes withheld.

#### **19. Assignment of claims**

- (1) The Contractor's claims against the Customer may be assigned only with the express written consent of the Customer's contracting unit. § 354a of the German Commercial Code (Handelsgesetzbuch – HGB) shall apply if the transaction is a commercial transaction for both parties.
- (2) The Customer shall be entitled to assign the rights and obligations arising from the agreement collectively or individually to each Group Company. This shall not require the Contractor's consent.

#### **20. Offset**

- (1) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.



- (2) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

**21. Foreign trade regulations**

- (1) The Contractor undertakes to obtain all approvals required in accordance with export regulations for cross-border provision of services on its own responsibility and at its own costs, and to comply with all relevant laws and regulations.
- (2) Where the Contractor has obtained services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and exported, imported, or provided observing and complying with the export and other relevant legal regulations of the country of manufacture/dispatch.

**22. Final provisions**

- (1) The place of performance shall be the place of receipt indicated by the Customer.

- (2) The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and standards that reference other laws.

- (3) The Regional Court of Cologne, Germany has exclusive jurisdiction for all copyright disputes, registered design disputes, and trademark disputes. Bonn, Germany is the exclusive place of jurisdiction for all other disputes – including those pertaining to the validity of the agreement. This shall not apply to debt recovery proceedings.

- (4) In the event of legal invalidity of individual items of the agreement, the remaining items shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.

## Annex 1

### Granting rights of use

The Contractor shall grant the Customer – unless otherwise expressly agreed in writing in the relevant Order – the following non-exhaustive list of exclusive rights.

- (1) The **reproduction and distribution right**, i.e., the right to reproduce and distribute (e.g., to sell, rent, loan, or otherwise surrender) the Work Results, in whole or in part, within the scope of the contractually granted types of use arbitrarily – including on image/audio/data carriers other than those originally used.
- (2) The **archiving and database right**, in other words the right to store, archive, duplicate, and keep in collections, databases, documentation systems, or in similar storage facilities the Work Results, in whole or in part and also together with other content, and/or edits of the Work Results in material or non-material (including digitalized) form on all known storage media – including on image/audio/data carriers other than those originally used, documentation systems, or similar storage facilities, etc., and to transfer the Work Results in this context to third parties electronically or in a similar manner, including by way of remote data transmission (with or without download) to the computers of third parties and mobile or other end devices of third parties (e.g., cellphones, smartphones, tablets, laptops, (games) consoles, on-board computers in vehicles and means of transportation, television receivers (including set-top boxes), online storage facilities, and all receivers and end devices developed in the future).
- (3) The **editing right**, i.e., the right to use analog, digital, or other methods of image processing – while respecting moral rights – to edit, alter, manipulate, shorten, share, cut out, combine with other content and/or services – regardless of whether of documentary or fictional nature – or use within other image/audio/data carriers, record, or intermit the Work Results and any works stemming from the Work Results by exercising the rights granted with the agreement, including retrieval and online rights, or otherwise edit the Work Results and exploit them according to the contractually granted rights of use; editing in this context also includes swapping and/or changing the music and introducing interactive elements. In the case of TV/video/film productions, this also includes the right, within the scope of the laws applicable at the time, particularly the German Interstate Media Agreement (Medienstaatsvertrag – MStV), to intermit and/or subdivide the Work Results in order to broadcast commercials and/or program promotions and/or other programs in the intermission and/or simultaneously within the scope of screen sharing, as well as the right to show a bumper ad prior to the advertising, to show references to sponsors before, during, and after the TV/video/film productions, and to show a corner graphic while a program is running. It further includes the right to specifically adapt the Work Results for playback and transmission on mobile playback devices.
- (4) The **printing and ancillary printing right**, i.e., the right to print/produce, reproduce, and distribute the Work Results in whole or in part and content from the Work Results by way of playback or reproduction – including in modified or redesigned form – or by way of photographic, drawn, or painted depictions or similar derived content in all print media (newspapers, magazines, etc.) and in flyers, stand-up displays, posters, folders, ceiling banners, brochures, banners, stickers, packaging, illustrated or unillustrated books, booklets, comics, analog and digital image /audio/data carriers, including audio and video text, etc.

(The rights of use described in this paragraph (4) are also referred to collectively as the media category “**print**”).

- (5) The **data carrier right**, i.e., the right to store the Work Results in whole or in part or interactive versions of the Work Results (including together with other content) on CD-ROMs, DVDs, Blu-rays, Ultra HD Blu-rays, and on image/audio/data carriers of any kind for the purposes of reproduction and private and public consumption. This encompasses the right to the partial or complete, unedited or edited utilization (particularly reproduction and distribution, including sales, rentals, and loans) of the Work Results for commercial and/or non-commercial purposes on analog or digital storage media (image/audio/data carriers) of any kind, particularly on video CDs, CD-I, CD-I music, photo CD portfolios, CD-DA, EBGs (Electronic Book Graphics), EBXAs, CD-ROMs, CDs, MDs, laserdiscs, DATs (Digital Audio Tapes), DVDs (Digital Versatile Discs), DCCs (Digital Compact Cassettes), photo CDs, CD-ROM-XA, diskettes, chips, CD-Recordable, Magneto Optical Disks (MODs), HD CDs (High-Density CDs), BDs (Blu-ray Discs), Ultra HD Blu-rays, HD DVDs (High-Density Digital Versatile Discs), and VMDs (Versatile Multilayer Discs), mini-discs, hard drives, servers, optical storage media, magnetic tapes, magnetic tape cassettes, cassettes, coffee-table books, etc.

- (6) The **trade fair and out-of-home right**, i.e., the right to register the Work Results in whole or in part for participation in festivals, (sales) exhibitions, and/or competitions, and to publicly present and/or utilize them there and at trade fairs, similar events, and for sales, marketing, and promotional purposes in out-of-home advertising spaces.

(The rights of use described in this paragraph (6) are also referred to collectively as the media category “**trade fair, OOH**”).

- (7) The **POS right**, i.e., the right to publicly present and/or utilize the Work Results in whole or in part in selling spaces (Telekom shops, special offer retail stands, sales stands, etc.).

(The rights of use described in this paragraph (7) are also referred to collectively as the media category “**POS**”).

- (8) The **advertising right**, i.e., the right to enclose the Work Results in advertising or sponsoring or to integrate them oneself or through third parties into online or offline advertising, and to market them comprehensively (particularly using screen content such as screenshots, audio samples, teasers, titles, brands, and names, and including complete or partial use in newsletters, both by email and offline). This also includes the right to use the Work Results oneself or through third parties to advertise the business, services, or products of the Customer, including for purposes of joint advertising of third parties (bundles).

- (9) The **retrieval and online right (internet/ social)**, the right to make the Work Results available to the public and to provide them on demand (on-demand rights), particularly pursuant to § 19a of the German Copyright Act (Urheberrechtsgesetz - UrhG), i.e., the right to provide the Work Results, in whole or in part, to a limited or unlimited group of third parties at locations and times individually chosen by them via analog, digital, or other storage facilities and/or data transmission technology with or without interim storage, wirelessly (e.g., terrestrial broadcasting equipment and satellite connections, including direct satellites) or via cable (e.g., electrical conductors, lighting cables, particularly telecommunication cables, coaxial cables, fiber-optic cables across all levels of networks, particularly including broadband, telephone, and power networks, and with the help of all standards, especially ISDN, DSL, and IP) or other data carriers, including all methods (e.g., GSM, GPRS, UMTS, HSDPA,

HSUPA, LTE, WAN, LAN, WLAN, broadband, DVB-H, DMB, IPTV) in a manner that ensures the Work Results can be received and/or played back by being retrieved individually and/or collectively and/or by being provided via televisions, set-top boxes, PCs, mobile devices, or other end devices (e.g., cell-phones, smartphones, tablets, laptops, (games) consoles, on-board computers in vehicles and means of transportation, television receivers (including set-top boxes), and all receivers and end devices developed in the future) (particularly television on demand, video on demand, near TV on demand, near video on demand, online services, the internet, particularly the world wide web, intranet, extranet, subscription services, push services, pull services, internet TV, etc.). This encompasses the production, reproduction, use, and distribution of image/audio/data carriers on which the Work Results are stored in a way that only enables playback after transmission of additional file information ("key").

This particularly covers the utilization for ancillary uses of all aforementioned types of use, particularly on the internet, including the world wide web (displaying banner advertisements of the Work Results, pop-up windows of the Work Results, framing of the Work Results, inserting hyperlinks and meta tags in the Work Results) and the use within and for e-commerce applications and projects. In addition, this covers playback within modular (add-on) applications and plug-ins (apps) for any software (particularly (mobile) operating systems, platforms, operating elements, browsers), storage, digitalization, and entry in electronic databases, open or closed data networks, and telephone services of state or private telephone establishments, particularly in the context of telephone added-value services, online services, and multichannel services for the purposes of acoustic or audiovisual perception, further transmission, reproduction, and editing by limited or unlimited groups of users, irrespective of whether an individual retrieval takes place, whether this retrieval takes place via data lines, telephone lines, or wirelessly, or whether a fixed-sum fee or a fee based on usage is collected for such retrieval. Moreover, this particularly includes linear and interactive telephone and fax services (including EMS, SMS, and MMS services) for which the user must pay a higher charge or that are financed by distributing advertising messages.

(The rights of use described above in this paragraph (9) are also referred to collectively as the media category "**internet**".)

In particular, this also encompasses use on social networks, such as Instagram, Facebook, Twitter, and TikTok. This includes use on the Customer's own profiles and use on third-party profiles.

(The rights of use described in the two sentences above are also referred to collectively as the media category "**social**".)

- (10) The **theater right (performance/cinema right)**, i.e., the right to utilize the Work Results as often as desired in whole or in part for public performances, where applicable live, commercially or non-commercially in movie theaters and other suitable venues (e.g., drive-in cinemas, hospitality establishments, discotheques, clubhouses, senior residences, ships, aircraft, hospitals, and other closed-circuit video uses, etc.). The performance can take place using all suitable methods/technologies (including digital systems), for a fee or free of charge, in all forms (e.g., 70, 35, 16, 8 and Super 8 mm), and on image/audio/data carriers of any kind, particularly digital storage media.

(The rights of use described in this paragraph (10) are also referred to collectively as the media category "**cinema**".)

- (11) The **broadcasting right ("TV/radio")**, i.e., the right to make the Work Results accessible – in whole or in part, as often as desired, and using any methods and forms of broadcasting such as analog and digital distribution in whatever form and forms of distribution via mobile networks or IP protocols, including all methods (e.g., GSM, GPRS, UMTS, HSDPA, HSUPA, LTE, WAN, LAN, WLAN, broadband, DVB-H, DMB, IPTV) – to fully or partially closed user groups or the public, regardless of whether the broadcasting takes place by means of terrestrial broadcasting equipment, cable television (including via telephone networks) including cable retransmission, satellites including direct satellites (DBS), or similar technical installations or using a combination of such equipment. This also encompasses the right to broadcast and/or make accessible the Work Results in full or in part, unchanged or edited, within unlimited or limited groups of users, with or without interim storage via the internet live or with a time delay (particularly internet broadcasting/streaming). Included in this is the right to multiplex the Work Results and to broadcast in high definition (HD). The broadcasting can be carried out by broadcasters organized under private and/or public law, irrespective of whether such broadcasters or broadcasts are commercial or non-commercial, how the legal relationships to the recipient of the Work Results are structured (e.g., multichannel, interactive television, establishment use, pay TV, such as pay per channel, pay per view, video on demand, near video on demand, or free TV), whether the broadcasting/reception takes place in encrypted or unencrypted form, and whether the broadcast takes place via an affiliated or independent third-party broadcaster. This includes the right to make these broadcasts publicly perceptible at any time with technical methods/installations of any kind, particularly to a limited group of recipients (e.g., closed-circuit TV in hospitals, schools, vehicles, aircraft, hotels) and to make them publicly accessible for sales, marketing, and promotional purposes, i.e., in selling spaces (Telekom shops, special offer retail stands, sales stands, etc.). The broadcast can also take place by means of video text signals for video text subtitling.

(The rights of use described in this paragraph (11) are also referred to collectively as the media category "**TV/radio**".)

- (12) The **synchronization right**, i.e., the right, as often as desired, to dub and subtitle the Work Results in whole or in part oneself or through third parties, to produce voice-overs, and to utilize Work Results produced/edited in this way to the same extent as the contractually agreed Work Results. This encompasses the right to utilize the original film music or the original film audio in whole or in part to the same extent. This includes the right to have the Work Results that have been produced or are in the process of being produced newly dubbed or re-dubbed, including by third parties, in all languages.

- (13) The **advertising and clip evaluation right** for the Work Results, i.e., the right to use the Work Results, in whole or in part, unedited or edited, including the original film music and/or the original film audio, and as often as desired as extracts within other image/audio/data carriers, particularly extracts from Work Results intended for the purpose of advertising, e.g., in previews, trailers, on television, in cinemas, or in printed publications (advertisements, posters, billboards, program announcements, etc.) with or without referencing the contractual Work Results and to utilize them according to the rights of use granted in the agreement. Included in this is the right to use the Work Results in online or offline advertising and comprehensively market them (particularly using screen content such as screenshots, audio and video samples, and teasers, including partial use in newsletters, both by email and offline). This includes the right to use Work Results by oneself to advertise the business, services, or products of the Customer and/or of the Group

Companies, including for purposes of joint advertising of third parties (bundles).

- (14) The **title right**, i.e., the right to exploit the title of the Work Results and/or of their Work Results used for production to the same extent as the Work Results themselves and/or the artistic performance itself.  
This includes the right – where applicable, including after its publication – to change and/or replace the title or to use it for third-party works.
- (15) The **videogram right**, i.e., the right to exploit the Work Results in whole or in part by reproducing and distributing (sale, rental, loan, etc.) the Work Results (including together with other content) on image/audio/data carriers of any kind for the purpose of private/public consumption. The videogram rights particularly encompass all audiovisual systems such as video cassettes, video tapes, and video discs of any kind, regardless of the technical set-up of the individual system, including the right to partial or complete, unedited or edited utilization (particularly reproduction and distribution, including sales, rentals, and loans) of the Work Results for commercial and/or non-

commercial purposes on analog or digital storage media (image/audio/data carriers) of any type, particularly on video CDs, CD-I, CD-I music, photo CD portfolios, CD-DA, EBGs (Electronic Book Graphics), EBXAs, CD-ROMs, CDs, MDs, laserdiscs, DATs (Digital Audio Tapes), DVDs (Digital Versatile Discs), DCCs (Digital Compact Cassettes), photo CDs, CD-ROM-XA, diskettes, chips, CD-Recordable, Magneto Optical Disks (MODs), HD CDs (High-Density CDs), BDs (Blu-ray Discs), Ultra HD Blu-rays, HD DVDs (High-Density Digital Versatile Discs), and VMDs (Versatile Multilayer Discs), mini-discs, hard drives, servers, optical storage media, magnetic tapes, magnetic tape cassettes, cassettes, coffee-table books, etc. Finally, this also includes the motion picture film rights, i.e., the right to produce copies of and distribute motion picture films or motion picture film tapes for the purpose of private/public use.

- (16) The right to make use of the doctrine of patent registrations, patents, and utility models of the Contractor. This right shall particularly encompass all types of use cited in §§ 9 and 10 of the German Patent Act (Patentgesetz – PatG) and § 11 of the German Utility Model Act (Gebrauchsmustergesetz – GebrMG).