

# TOWER

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## General Terms and Conditions

### Tower Productions GmbH

in the version dated 1 May 2020

#### § 1 Scope of application

These General Terms and Conditions form an integral part of the individual agreement (hereinafter referred to as the "Agreement") between **Tower Productions GmbH, Gotzkowskystraße 20-21, 10555 Berlin, Germany** (hereinafter referred to as the "Producer") and the contracting party. In the event that the contracting party normally concludes contracts on the basis of its own standard contract terms or general terms and conditions, such terms and conditions do not apply. The General Terms and Conditions of the Producer apply exclusively.

#### § 2 Basic performance obligations of the contracting party, involvement of third parties, minimum wage

1. The contracting party undertakes to arrange the nature and content of its contractual services in compliance with the agreed terms and in accordance with the Producer's requirements.

2. The contracting party is obliged to provide advance performance of its contractual obligations.

3. The contracting party warrants that all technical equipment used by the contracting party for the purpose of fulfilling the contractual services has been tested and is fully functional and complies with the technical guidelines of the commissioning broadcaster (or the VOD platform or other distribution partner). The contracting party confirms that it is familiar with the above-mentioned technical guidelines. The contracting party undertakes to carry out regular maintenance of the technical equipment used for the production and – when necessary – to calibrate it.

4. Insofar as the services to be rendered by the contracting party can be approved, the approval must be issued in writing by the Producer.

5. The contracting party will ensure that the services it is obliged to render are made available or completed in good time on the dates agreed with the Producer. Agreed dates or deadlines scheduled in the production plan are strictly **fixed deadlines** that can only be deviated from with the Producer's prior written consent.

6. The technical equipment and personnel required on the part of the contracting party for the performance of the contract will be deployed by the contracting party for its own account and at its own expense and are fully compensated by the contractually agreed remuneration.

7. Insofar as the contracting party wishes to use the services of third parties in the context of rendering its services, the contracting party guarantees that it will adhere to the statutory provisions when engaging third parties. In particular, this means that the contracting party must arrange for all contractual activities that are carried out in the context of paid employment to be performed within the framework of an employment relationship, the contracting party must pay the applicable taxes (in particular social security and wage tax), and must possess all necessary permits/authorisations (such as a permit for temporary employee hiring, if required). The contracting party indemnifies the Producer against claims by third parties, in particular the Deutsche Rentenversicherung Bund (German pension insurance association), the tax authorities, the assigned employees, as well as with regard to any fines, upon first request and under waiver of the defence of failure to pursue remedies. This provision does not affect any other claims for damages. Furthermore, the contracting party guarantees that it will comply with the duties and the prevailing minimum wage pursuant to the Minimum Wage Act and other provisions governing minimum wages applicable to the contracting party (in particular by law, legal ordinance, or collective agreement). At the request of the Producer, the contracting party will provide evidence of the remuneration of its employees in accordance with the minimum wage regulations by presenting the pay slips or other suitable written evidence. Furthermore, the contracting party affirms that any subcontractors and their subcontractors and any temporary employment agencies that it or a subcontractor has engaged will provide the same written guarantees and will also entitle the contracting party to demand written proof in the form of pay slips or other suitable written evidence of the payment of minimum wages. At the request of the Producer, the contracting party will also submit the relevant written declaration of guarantee from any subcontracting and temporary employment agencies, as well as their written proof of the remuneration of the employees in accordance with minimum wage regulations. The contracting party undertakes to notify the Producer without delay if claims of its own or third party employees are asserted against the contracting party pursuant to the Minimum Wage Act (MiLoG) or other minimum wage regulations within the scope of this contractual relationship, or if administrative offence proceedings pursuant to § 21 MiLoG have been initiated against the contracting party. The contracting party indemnifies the Producer against all third-party claims arising from the violation by the contracting party and/or its subcontractors and/or commissioned temporary employment agencies of statutory provisions and from imposed fines, upon first request and under waiver of the defence of failure to pursue remedies. This provision does not affect any other claims for damages.

8. The contracting party is obliged to treat any material or documents made available to the contracting party by the Producer with due care and to return them immediately after performance of its service. Any disclosure or transfer to third parties is strictly prohibited, unless the Producer has given its prior written consent. Any loss of material placed at the disposal of the contracting party must be reported to the Producer immediately and the material must be replaced.

9. The contracting party is obliged to assist and advise the Producer and its shareholders or legal successors in the judicial and/or extrajudicial assertion or defence of the contractual rights/services.

### § 3 Advertising, product placement, protection of minors

1. Within the scope of its service provision, the contracting party guarantees compliance with the provisions of the commissioning broadcaster (or VOD platform or similar) on product placement and surreptitious advertising, the Interstate Broadcasting Treaty, the Interstate Treaty on the Protection of Minors in the Media, the advertising guidelines of the state media authorities, and other advertising regulations. The contracting party undertakes to strictly observe the requirement to separate advertising and programming content. In particular, the contracting party undertakes to refrain from referring to commercial products or services in the context of production unless there is sufficient editorial cause for such reference. The reference must be limited to information only and must be free of any promotional character. The contracting party is not permitted to accept money or monetary benefits from third parties for the production.

2. If the contracting party is in breach of its obligations under **item 1** above, it will incur a contractual penalty in an appropriate amount to be determined by the Producer and, in the event of a dispute, verifiable in its amount by the competent court. The contracting party is aware that contracting broadcasters and VOD platforms impose substantial contractual penalties on producers in the event of such infringements. To the extent that such infringement is based solely on the conduct of the contracting party, the Producer is entitled to demand from the contracting party the contractual penalty imposed by the broadcaster as damages in the full amount in lieu of its own contractual penalty; if several parties have caused such infringement under their responsibility, the Producer is entitled to demand the imposed contractual penalty either from all parties jointly and severally or to demand damage compensation from each party in the amount corresponding to its share of responsibility. The right of the Producer to claim further damages remains unaffected.

### § 4 Granting, assigning, and guarantee/warranty of rights

1. The contracting party assigns/grants to the Producer all copyrighted rights of use, ancillary copyrights, and other rights in connection with the development, preparation, and production of the Work or with the performance of the services of the contracting party upon establishment or assignment to the contracting party of such rights, for exclusive, freely transferable use, unlimited in terms of time, location, and content, and with unlimited frequency. To the extent that personality rights are affected, the contracting party hereby declares its consent in terms of its personality rights to the comprehensive use and exploitation of the Work within the meaning of sentence 1. Depending on the specific method of filming (for example, 360-degree filming) of the production, image and sound recordings of the contracting party and/or employees/auxiliaries of the contracting party may also be created. The contractual granting of rights/consent also applies to the recordings made by the contracting party and/or employees/auxiliaries of the contracting party. The contracting party will obtain the necessary consent from the employees/auxiliaries.

Furthermore, the contracting party consents to the use of the contractual rights on social networks and online platforms (such as Facebook, Instagram, YouTube, client websites, and so on).

The work and/or all contractual services of the contracting party are hereinafter collectively referred to as the "Work"; the following provisions and rights cover both the Work and – where applicable – the production that is based on or includes the Work. Whenever these General Terms and Conditions refer to **distribution partners**, this refers in particular to television broadcasters, VOD platforms, financing partners, funding institutions, sales partners, and other distribution partners of the Producer.

a. The **film screen rights**, that is, the right to use the Work in whole or in part, adapted or unadapted, rearranged or developed for the production of the contractual production and/or another production using all techniques and means, in particular including digital systems of image/sound/data recording and storage including computer animation, with unlimited frequency. In the context of each production, the Work may be publicly presented, performed, broadcast live or not live, and made publicly accessible by means of technical equipment of any kind (such as screens, loudspeakers, back wall projection, video walls, and the like) including outside the production site. Refer to the following provisions for further details. The film screen rights also include the **right to refilm, in particular format rights and development rights**, in other words, the right to use the Work and/or the production based on the Work, including the plot elements developed for the Work, as well as the persons and characters contained in the Work and the ideas otherwise contained in the Work, in whole or in part, adapted, unadapted, or rearranged, including for subsequent productions such as series productions, spin-offs of such productions, or in connection with other productions, with unlimited frequency, even if the screenplays for such subsequent productions are created by third parties and without the involvement of the contracting party. This also includes the right to make use of the subsequent works produced, unlimited in terms of location, time, and content, within the scope of the rights granted under this Agreement.

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aa) With regard to the **right to refilm**, it is stated for clarification that § 88 (2) of the German Copyright Act (UrhG) remains unaffected by the above, which means that the contracting parties are aware that the exclusive right granted to the Producer to refilm the particular work will only be non-exclusive after a period of 10 years (beginning with the conclusion of the contract). In this case, the Producer retains the right to use and reassign the non-exclusive right to refilm. In the event that an agreement deviating from the above based on joint remuneration regulations (§ 36 UrhG) has been concluded before expiry of the aforementioned exclusivity period of 10 years, in which the Producer or its distribution partners are involved as a contracting party or have declared that such an agreement applies to them, said agreement will take precedence.

bb) In all other respects, the following rights of first offer – last refusal apply in favour of the Producer or his distribution partner with regard to the **right to refilm**:

aaa) The contracting party will make a first and exclusive offer to extend the exclusivity of the right to refilm to the Producer before proposing to grant the right to refilm to a third party;

bbb) If the contracting party and the Producer or its distribution partner are unable to agree on the conditions for the extension of the exclusivity of the right to refilm within an exclusive negotiation period of 10 weeks from the start of negotiations, the contracting party is entitled to negotiate with third parties regarding the non-exclusive right to refilm;

ccc) Prior to concluding a contract with a third party, the contracting party is obliged to inform the Producer of the details of the third party's offer and to offer the right to refilm contained therein to the Producer or his distribution partner on the terms under which the contracting party intends to grant the non-exclusive refilming rights to a third party. The Producer or its distribution partner then has the right to accept this offer within a maximum of 20 days.

b. The **broadcasting rights**, that is, the right to broadcast the Work and/or the productions based on the Work to the public by means of broadcasting, such as radio and television broadcasting, satellite broadcasting, cable broadcasting, and/or similar technical means (including electronic waves, optical signals, and so on), by means of analogue, digital and/or other transmission technologies, including all bandwidths, resolution standards (e.g. low, standard, high definition, ultra-high definition, and the like), irrespective of the compression method and/or data rate, in two or three dimensional form via broadcasting, telecommunications, and/or other services, encrypted or unencrypted, in whole and/or in part, irrespective of the type of terminal equipment. This is valid for an unlimited number of broadcasts and for all technical means, in particular terrestrial transmitters (including all frequency ranges and all transmission standards, such as UHF, VHF, DVB-T, DVB-H, DMB, GPRS, UMTS, LTE, 3G, 4G, 5G, HSDPA, WLAN, and others), cable systems (such as data lines, telephone lines, coaxial, fibre optic cable networks, and/or two- or multi-wire systems such as DSL, VDSL, including cable retransmission and the like) as well as satellite systems (such as direct satellites, telecommunication satellites, DVB-SH, and so on). The broadcasting rights include the option of multiplexing, which means bundling broadcasting signals on transmission channels. This also includes the right to play back the production in unrestricted or restricted user circles, in particular via TCP/IP-based transmission systems/services, either in real time or time delayed by way of (live) streaming via closed network structures (IPTV) and/or via the open Internet. These broadcasting rights are granted irrespective of the method of financing of the broadcaster (commercial or non-commercial) and/or the structure of the legal relationship between the broadcaster and the receiver (with or without payment of a fee for the simultaneous or delayed transmission of a channel, a programme package, or an individual programme, and so forth) and primarily comprise the broadcasting and service forms of free TV, pay TV, pay per view TV, pay per channel, near video on demand, and the like. This includes functions such as rewind, forward, pause, instant restart, and network or cloud-based personal or digital video recorder functions (NPVR/NDVR), including by means of a master copy of the broadcast production, the recording of which was initiated before or during the broadcast. Retransmission rights of (wireless) broadcasts are likewise included.

c. **Public performance rights**, namely, the **right to screen** the Work and/or the productions based on the Work in whole and/or in part by means of any type of projection system in cinemas and/or in any other venue likewise accessible to the public (such as drive-in cinemas, open-air cinemas, streets, squares, educational institutions, any and all means of transportation, airports, train stations, waiting rooms, shopping malls, supermarkets, other closed-circuit screenings of publicly accessible screens [“digital out-of-home/DOOH”] and similar), whether for payment or free of charge. The screening can be carried out using all suitable analogue and/or digital processes and/or methods, irrespective of the technical configuration of the projection system, and specifically includes screenings in all film and narrow-gauge film formats (such as 70, 35, 16, 8, Super 8 mm, IMAX, and so forth), in two- or three-dimensional form as well as using any technical systems in analogue or digital, coded or uncoded form and/or independent of the compression method and/or data rate (HDTV systems, audiovisual storage media such as CD, DVD, Blu-ray, HD-DVD, and so on) and all types of supply (including terrestrial, cable, satellite, data line, and similar) and encompasses commercial and non-commercial public screenings.

d. The **videogram rights**, that is, the right to reproduce and/or distribute the Work and/or the productions based on the Work, in whole and/or in part, on analogue, digital, and/or other audiovisual storage media of any kind for the purpose of non-public playback (sale, rental, loan, etc.). These rights encompass all storage media, which in particular means video CD, CD-i, CD-i music, Photo CD Portfolio, CD-DA, EBG (electronic book graphics), EBXA, DVD, HD-DVD, Blu-ray, HVD, CD-ROM, CD, MD, laserdisc, DAT (digital audio tape), DCC (digital compact

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cassette), photo CD, CD-ROM-XA, disks, chips, CD recordable, multi-optical disk (MO-CD), HD-CD (high density CD), mini-disk, hard disk, flash card, SD card, USB drive, server, optical storage media, and so on, as well as magnetic tapes, magnetic tape cassettes, cassettes, photobooks, diskettes, chips, including all electromagnetic and/or electronic systems (such as HDTV systems, e-cinema, d-cinema). This applies under inclusion of all resolution standards (such as high, standard, and low definition) regardless of the data rate, the compression method, the data rate in two- or three-dimensional form, and regardless of the type of use (including interactive use and/or rendering only by transmitting additional data information (keys)). Lastly, this also includes the narrow-gauge film rights, that is, the right to reproduce and distribute narrow-gauge films or narrow-gauge film cassettes for purposes of non-public or public playback, as well as the right to combine the videogram rights in any way with other rights of use granted under this Agreement.

e. The **rights of digital use and exploitation**, namely the rights for the partial or complete digitalisation of the Work and/or the productions based thereon and/or parts thereof, including the data processing required for streaming and/or multiplexing, as well as the right to partial or complete, adapted or unadapted use and exploitation in the form of non-public playback (in particular reproduction and distribution including sale, rental, and loan) of the Work for commercial and/or non-commercial purposes on analogue or digital storage media (image/sound/data carriers) of all kinds. This right includes all types of storage media, including optical (such as DVD, CD-ROM, Blu-ray Disc, HVD), electronic (such as flash or SD card, USB drive), magnetic (such as video cassettes, hard disks), and other storage media (also including [integrated] flash drives), under inclusion of all standards of resolution (such as low, standard, high definition, ultra-high definition, and so forth), regardless of the compression method, of the data rate in two or three dimensional form, and of the manner of use (including interactive use and/or rendering only by transmitting additional data information (keys)). Lastly, this also includes the narrow-gauge film rights, that is, the right to reproduce and distribute narrow-gauge films or narrow-gauge film cassettes for purposes of non-public or public playback, as well as the right to combine the digital exploitation and use rights in any way with other rights of use granted under this Agreement.

f. The **reproduction and distribution rights**, namely the right to reproduce and/or distribute the Work and/or the productions based on the Work and/or their visual and/or audio components and/or other elements in any form, including, in particular, on media other than the visual/audio media carriers originally used, in accordance with the rights conferred by this annex. This includes the right to reproduce and/or distribute in the form of single images.

g. The **editing rights** encompass the right to shorten, divide, rearrange, and supplement the Work and/or productions based on the Work or its visual and/or audio components and/or other elements in compliance with the moral rights and in accordance with the rights assigned in this annex, as well as advertising/sponsoring/product placements, and/or other visual and/or audio materials (such as references to paid and/or free value-added services, red button/HbbTV offers [e.g. inserting "switch-in" superimposed images], teletext pages, Internet addresses, and so on), including interruptions, and in particular making the production viewable in the same medium at the same time as advertising and/or other content or superimposed images (also by means of the so-called split-screen method and/or other methods such as digital advertising inserts in linear TV programmes by means of the forms of advertising played via so-called addressable TV, in which the production and advertising, also including the use of the names and likenesses of the participants, can be seen simultaneously), connecting the production in whole and/or in part with other visual and/or audio materials and/or e-commerce offers (including interactive offers) (for instance, in order to offer prizes in connection with the production, to conduct contests, competitions, polls, appeals, and so on), revising the title, exchanging or otherwise editing or adapting the music, and using and exploiting the adaptation in accordance with the rights transferred in this annex. This includes interactive uses, such as the right to provide the user with individual editing options of the production or single image and/or sound components and/or other elements. In particular, the editing rights also include the **interactive rights**, that is, the rights to enable interactive use of the Work and/or the productions based on the Work within the scope of the types of use granted under this Agreement, which means, in particular, individual editing, abridging, distorting, rearranging, and other changes to the Work or its individual visual and/or audio components (in connection with other works, if applicable), in compliance with the moral rights.

h. The **making-of rights**, meaning the right to use the Work and/or the productions based on the Work, the raw material, in particular including outtakes and other supplementary material such as interviews, for the creation of a behind-the-scenes feature film or programme (including individual clips). In the event that recordings/interviews are made with the contracting party in this regard, the contracting party agrees to the use of these recordings/interviews in the context of the making-of feature; this also applies to contracting parties who do not work in front of the camera in the context of the production. This making-of film may be used and exploited to the same extent as the Work itself and/or the productions based on the Work.

i. The **dubbing rights**, meaning the right to dub or subtitle the Work and/or the productions based on the Work, in whole or in part, adapted or unadapted, rearranged or developed, either directly or by a third party, in all languages and with unlimited frequency, as well as the right to produce voice-over versions, film versions for the visually impaired, versions for the hearing impaired, and other barrier-free versions, and to use and exploit such productions to the same extent as the Work governed by this Agreement. This also includes the right to use and exploit the original film music and/or the original film sound, in whole or in part, to the same extent as the Work itself. The right to dub, re-dub, and translate into any language the Work that has been or is being produced or to have this done by a third party is also included.

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j. The **database and telecommunication rights**, meaning the right to store, digitise, input, and/or transmit the Work and/or the productions based on the Work in whole or in part, together with other works or parts of works adapted or unadapted, rearranged or developed in electronic databases, open or closed data networks (such as online services, Internet, in particular the World Wide Web, intranet, extranet, subscription services, push services, pull services, WAP mobile phones, and so on, in particular by means of the "streaming method", for example in the real audio/video format, Windows Media Player, and/or Quick Time), all known storage media and telephone services of public or private telephone companies, including value-added telephone services for the purpose of acoustic and/or audiovisual reception, retransmission, reproduction, and/or processing by unrestricted and restricted groups of users, regardless of whether a separate access takes place, whether this takes place by data line, telephone line, or wirelessly, or whether flat-rate or usage-based fees are collected for this. This includes the right to reproduce, distribute, and lease the corresponding data carrier in any form, as well as to transfer the Work and/or adaptations of the Work by means of remote data transmission (download) to third-party computers, as well as to permit printouts of paper copies by the relevant end users.

k. The **right to make available on demand**, that is, the right to broadcast the Work and/or the productions based on the Work to the public through a wired or wireless connection by means of analogue, digital, and/or other transmission technologies, including all bandwidths, resolution standards (e.g. low, standard, high definition, ultra-high definition, and the like), irrespective of the compression method and/or data rate, with or without (intermediate) storage in two or three dimensional form via broadcasting, telecommunications, and/or other services, encrypted or unencrypted, in whole and/or in part, for one-time demand or by subscription, in return for payment and/or free of charge, in such a way that the production is accessible to users at locations and times of their choice. This is valid for all wired or wireless transmission technologies, in particular terrestrial transmitters (including all frequency ranges and all transmission standards, such as UHF, VHF, GPRS, UMTS, LTE, 3G, 4G, 5G, HSDPA, WLAN, and others), cable systems (such as data lines, telephone lines, coaxial, fibre optic cable networks, and/or two- or multi-wire systems such as DSL, VDSL, and the like) as well as satellite systems (such as direct satellites, telecommunication satellites, and so on). The right to make content publicly available includes addressed transmission, in particular via TCP/IP-based transmission systems or services, and primarily includes the service forms of transactional VOD/TVOD, subscription VOD/SVOD, electronic sell-thru/EST (including download to own/DTO, download to burn/DTB, and similar), free VOD/FVOD (including advertising-based VOD/AVOD), as well as cloud-based services, and the provision of further public access (including electronic programme guides/reverse EPG), retransmission and/or interactive use and the like via television, computer, or other mobile or non-mobile (receiving) devices. This includes the right to make the Work and/or the productions based on the Work available in whole and/or in part to a large number of users in a targeted manner, in particular by way of "push services" for later use. It also includes the right to adapt the Work and/or the productions based on the Work for these purposes as well as the right of communication and accessibility to the public.

l. The **right to use and exploit clips**, meaning the right to use and exploit the Work and/or the productions based on the Work, in whole or in part, adapted or unadapted, rearranged or developed, including the original film music and the original film soundtrack with unlimited frequency, as excerpts or extracts within other image/sound/data carriers and to the same extent as the Work itself.

m. **Advertising and promotion rights**, namely the right to advertise the Work and/or the productions based on the Work in any manner customary in the industry in all media outlets (including radio, television, cinema, social media platforms, communication networks such as the Internet, on audiovisual media, in printed matter, in [mobile] telephone services, in outdoor advertising, and so forth) and the comprehensive utilisation of such media. This includes the right to use the production as a whole and/or in parts and/or excerpts of its image and/or sound components in any medium, either adapted or unadapted, for advertising, presentation, and promotional purposes (including prize competitions, sweepstakes, polls, appeals, as well as presentations, presentations to advertising customers, members of the press, investors, analysts, and the like) for the production, the contracting party, companies affiliated with the contracting party, and/or for its/their distribution partner(s) in connection with the production. This right also includes the permission to use images of the participants in the production, their names and biographies and other elements of the production in addition to the visual and audio materials. In particular, this includes the right to use the above-mentioned elements for a website accompanying the programme for production purposes and to market and exploit them within the scope specified above. Lastly, this also particularly includes the right to produce, reproduce, and distribute content depictions and other brief printed works from the production as well as other advertising material to the extent customary.

n. The **sound carrier recording rights**, meaning the right to use and exploit the sound track(s) of the Work and/or the productions based on the Work, in whole or in part, adapted or unadapted, rearranged or developed through production, reproduction and distribution of records, tape cassettes, or other digital and/or analogue sound carriers, including digital systems, under inclusion of all configurations (such as single, maxi single, LP, CD, EP, and so forth). This also includes the rights to music videos or other film adaptations of the Work that are made using the soundtrack of the Work and/or the original sound of the Work in whole or in part or by re-narration, rearrangement, or other reference to the contents of the Work, including the right to use and exploit these sound carriers to the same extent as the Work and/or the productions based on the Work, in particular the right to broadcast such sound carriers in whole or in part by wireless means or otherwise make them publicly accessible.

o. The **printing and ancillary printing rights**, that is, the right to publish summaries and content summaries of the Work and/or the productions based on the Work, as well as the right to produce, reproduce, and disseminate

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both commercially and non-commercially, any type of illustrated and non-illustrated printed works (such as a book accompanying the film, illustrated screenplay, a novel version of the screenplay/novelisation, magazines, comics, and so forth), including in purely electronic form, which are derived from or based on the Work and/or the productions based thereon by means of reproduction, re-narration, rearrangement, and/or other processing of the contents and/or by photographic, sketched, or painted illustrations or similar, and/or to publicly broadcast – including in the form of text and still images in electronic media such as audio and teletext or multimedia TV portal – and the right to transmit such printed matter by radio transmission or other technical means, or to make it publicly accessible or to transmit it in any other way.

p. The **merchandising rights**, meaning the right to commercial and/or non-commercial use and exploitation of the Work and/or the productions based on the Work in return for payment and/or free of charge, either in part, adapted or unadapted, rearranged or developed by means of production and/or distribution (such as by making publicly available and distributing) goods of any kind and/or media and/or the marketing of services of any kind, using occurrences, names, biographies, titles, figures, illustrations, or other contexts, with or without reference to the Work or the production under the Agreement, including the right to use the Work in whole or in part, adapted or unadapted, rearranged or developed through the production and distribution of games or computer games, including interactive computer games and/or other multimedia productions, and to advertise goods and services of all kinds (physical or non-physical) by using such elements or by using edited or unedited excerpts from the Work. Goods of all kinds include, but are not limited to, printed matter, writing materials, (electronic and non-electronic) games, clothing. In particular, services of all kinds include, but are not limited to, the so-called theme park rights, meaning the right to commercial or non-commercial use and exploitation of the Work by using occurrences, names, biographies, titles, figures, illustrations, and/or other contexts with or without reference to the Work or to the production under the Agreement, as well as by using such elements and/or by using adapted excerpts of the Work in connection with theme parks of all kinds for which the users pay a flat-rate admission fee or a separate admission fee for each part of the event.

q. The **right of title**, meaning the right to use and exploit the title(s), attributes, and/or graphic elements of the Work and/or the productions based on the Work to the same extent as the Work and/or the production itself. This includes the right to change the title at any time – possibly even after its publication – and in particular to translate, replace, or use it for third party works and/or productions.

r. The **archiving rights**, meaning the right to archive the Work and/or the productions based on the Work using any type of technology, in whole or in part, adapted or unadapted, rearranged or developed, to store it in collections and electronic (including cloud-based) databases on all analogue and digital storage media – including jointly with other works or parts of works.

s. The **festival and trade fair rights**, meaning the right to register the Work and/or the productions based on the Work in whole and/or in part for participation in/at trade fairs, (sales) exhibitions, festivals, competitions, and/or similar events as well as to exhibit there and at promotional events and similar events, whether for payment or free of charge, to publicly perform, reproduce, and/or disseminate the Work and/or the productions based on the Work using technical equipment, irrespective of its technical configuration and the technical configuration of the image/sound carriers.

t. The **right to cable retransmission**, meaning the right to broadcast the Work and/or productions based on the Work on cable networks in real time, in full and unaltered form.

u. The **stage, radio and audio drama rights**, meaning the right to use the Work and/or the productions based on the Work, in whole or in part, or re-narrations, rearrangements, or other adaptations of the Work, for the production of a stage and/or audio drama version (such as for radio plays) and to use and exploit them within the scope of the rights of use granted under this Agreement.

v. The **claims for remuneration under copyright law**. The statutory claims to remuneration, such as for cable retransmission (§ 20b UrhG), the rental and loan of sound or image carriers (§ 27 UrhG) and so on, are only assigned to the Producer insofar and to the extent that this is legally permissible or is expected to be permissible in the future. This does not affect the claims for remuneration asserted by collecting societies at the time of the conclusion of the contract.

2. The contracting parties proceed under the assumption that the use of the copyrights or ancillary copyrights granted or assigned can be accurately assessed from a financial perspective and that the **contracting party has been remunerated appropriately within the meaning of § 32 UrhG**. Should the courts determine otherwise – contrary to expectations – the contracting party confirms that the assignment or granting of rights in this regard has been discussed and expressly agreed. The remuneration covers the assignment or granting of the rights mentioned above. Insofar as the Producer assigns the rights of use or grants additional rights of use and this results in a noticeable disproportion of the earnings or advantages of the Producer's distribution partner in accordance with § 32a UrhG, the latter shall be directly liable to the contracting party in accordance with § 32a (II) UrhG, with due regard for the contractual relationships in the licencing chain. Any liability on the part of the Producer is waived. The Producer will make every effort to support the contracting party and the distribution partner in reaching an amicable arrangement.

3. The contracting party also assigns or grants to the Producer all rights for **all types of use yet unknown**. § 31a UrhG applies if the contracting party is the author of the Work.

4. The assignment or granting of rights with respect to foreign legal systems is likewise subject to the same provisions. In addition to the provisions of these General Terms and Conditions, the above assignment or allocation of rights is to be regarded as "work made for hire" within the meaning of US law in all countries and territories to the extent legally permissible under the relevant law. The contracting party assigns the copyright pertaining to the aforementioned assignment of rights with effect for all legal systems, insofar as these systems deem a copyright assignment to be permissible. The Producer is entitled to have such assignment registered in the applicable registries (such as the United States Copyright Office). In order to facilitate the registrations, the contracting party is obliged, upon request of the Producer, to submit any declarations required for such registration and to sign the relevant documents (such as the short form assignments). The contracting party declares that it waives the assertion of its moral rights to the extent that the applicable legal systems allow. Furthermore, the assignment of rights is to apply with effect for all legal systems, including unknown types of use, provided the legal system declares the granting of these rights to be permissible. Inasmuch as these legal systems stipulate that the Producer must grant third parties an appropriate participation for granting unknown types of use, the Producer undertakes to pay or arrange for such payments to be made to the contracting party at the time the Work is used for these currently unknown types of use. The contracting parties hereby agree that the law of the particular country concerned will apply to the provisions set forth in this clause.

5. To the extent that joint remuneration regulations pursuant to § 36 UrhG regarding the aforementioned granting or assignment of rights – such as the right to refilm, the unknown types of use, or the appropriate remuneration pursuant to § 32, 32a UrhG – between the contracting party and the Producer or in relation to the contracting party and the distribution partner of the Producer are mandatory in specific regulatory matters, they take precedence over these General Terms and Conditions.

6. The contracting party declares that it has created the Work or the agreed work services independently, or that third parties have only participated in the creation of the Work after the rights have been granted or assigned to the contracting party within the scope of these General Terms and Conditions.

7. The contracting party guarantees the validity of the rights granted or assigned under this Agreement. Furthermore, the contracting party guarantees that it is exclusively entitled to dispose of the rights covered by the Agreement and that it has not granted these rights to third parties. Moreover, the contracting party guarantees that these rights are not encumbered with rights of third parties and that it will not infringe the rights of third parties, especially as regards personality rights, in its activities under this Agreement.

8. In the event that claims are asserted by third parties that are in contradiction to the guarantee of rights in **item 7** and the declarations in **item 6**, the contracting party indemnifies the Producer from all third-party claims, including any legal prosecution and defence costs incurred in this respect. The assertion of further claims for damages on the part of the Producer remains unaffected by this.

### **§ 5 No obligation of use**

The Producer is not obliged to use the contractual services of the contracting party or to use the rights granted or assigned.

### **§ 6 Recall**

The contracting party waives the exercise of its right of recall pursuant to § 41 UrhG in conjunction with § 90 UrhG for a period of five years, calculated from delivery/submission of the last version of the Work. If the Producer has not commenced use of the Work within this period, the contracting party is entitled to recall the Work after having granted the Producer a reasonable grace period in writing. If the contracting party exercises this right, it is obliged to pay the Producer fair and reasonable compensation.

### **§ 7 Burden of proof, obligation to pay value-added tax**

If the contracting party is a natural person, it will submit a valid certificate from the tax authorities with jurisdiction in its place of residence to the Producer no later than two weeks after signing the Agreement (in accordance with the form from the document issued by BFM [German Federal Ministry of Finance] dated 5 October 1990 IV B6 – S 2332 – 73/90 [BStBl. {Federal Tax Gazette} I 1990, 638], amended by BMF on 9 July 2014 (BStBl. I p. 1103), which shows that the remuneration received as a result of the activity under the Agreement is treated as income from self-employment within the meaning of § 18 EStG (Income Tax Act) or as income from a business enterprise within the meaning of § 15 EStG.

### **§ 8 Status determination and obligation to cooperate**

1. If the contracting party is a natural person, it undertakes to submit an application for determining the status under social security law at the request of and in agreement with the Producer in accordance with § 7a (1) SGB (German social code) IV immediately after signing the contract. The contracting party acknowledges that an application submitted later than one month after the commencement of activities may result in a retroactive

social insurance payment obligation applicable to the entire contractual relationship. The contracting party indemnifies the Producer from the obligation to pay social insurance contributions if and to the extent that this obligation to pay social insurance contributions is based on a late application submission and if the contracting party failed to submit the application in due time – despite receiving a request from the Producer to perform a status determination within two weeks of the conclusion of the Agreement.

2. In the event that the Deutsche Rentenversicherung Bund (DRV-Bund), contrary to the unanimous opinion of the parties, determines the existence of an employment relationship subject to compulsory insurance, the contracting party agrees to defer the insurance obligations until the date of announcement of the DRV-Bund's decision. The contracting party warrants that it holds insurance coverage for the term of the Agreement against the financial risks of illness and for old-age provision corresponding in nature to the benefits provided by the statutory pension insurance.

3. The contracting party is obliged to inform the Producer immediately, comprehensively, and in writing if there are any changes regarding the information provided by the contracting party prior to the conclusion of the Agreement, and in particular regarding information in connection with § 7a (1) SGB IV.

4. If the contracting party is in breach of its obligations under **items 1, 2, and/or 3** above, it will incur a contractual penalty in an appropriate amount to be determined by the Producer and, in the event of a dispute, verifiable in its amount by the competent court. The plea that individual infractions are part of one continuous offence is precluded. In the event of a continuous infringement, the contractual penalty is incurred for each month or part thereof. The right of the Producer to claim further damages remains unaffected.

## **§ 9 Remuneration, due date, complete retention in case of status change**

1. The contractually agreed remuneration is due and payable 21 days after due submission of the invoice addressed to

**Tower Productions GmbH  
Gotzkowskystr. 21-22  
10555 Berlin, Germany**

but not before the contracting party has fully completed all services that it is obliged to render under the Agreement, all contractually agreed rights have been granted/assigned, the services have been accepted, and all documents required for due settlement of accounts have been submitted, including, for example, a valid certificate from the tax authorities, a certificate of exemption from social insurance contributions, if applicable, and other documents required to establish the contracting party's potential VAT liability.

2. If VAT is not indicated separately, the Producer is entitled to assume that the invoicing party is not entitled to pre-tax deduction or is classified as a small business as defined in the VAT Act.

3. Pending submission of the certificate of exemption issued by the tax authorities of residence and – if applicable – the submission of the exemption from social insurance liability, the following payment regulation applies: Twenty-one days after performance of the service and receipt of the invoice, 75% of the invoiced fee is due and payable, and a further 25% is due and payable 21 days after performance of the service and receipt of the invoice, but no earlier than upon submission of the exemption certificate from the tax authorities of residence and – if applicable – the exemption from the obligation to pay social insurance.

If the certificate from the tax authorities of residence cannot be submitted within six weeks after signing the Agreement at the latest, the Producer can assume that there is an obligation to pay income tax. In such case, the parties agree that the remuneration in the Agreement less 25% is a gross remuneration and that no VAT is charged. If income tax liability applies and no income tax card is provided when payment is due, the Producer will invoice on the basis of income tax class VI and will pay the corresponding income tax.

In the event that the information provided by the contracting party should subsequently prove to be incorrect, the contracting party indemnifies the Producer against all third-party claims. This applies in particular in the event that the contracting party is deemed to operate under a bogus self-employment arrangement outside the social insurance inquiry process with the DRV-Bund, for example in the course of a tax audit, and the Producer is held liable in this regard. This provision does not affect any other claims for damages.

If the contracting party concludes the Agreement as a self-employed entity, and if the contracting party's self-employed status is not recognised by the tax authorities with jurisdiction over the Producer, the contracting party is obliged to repay the amounts paid out in connection with the assumed self-employment. This refers in particular to any value added tax amounts paid to the contracting party and the amounts requested by the responsible tax authorities as income tax and social insurance contributions. The Producer is also entitled to offset the remuneration due to the contracting party – including remuneration from other agreements between the Producer and the contracting party. This also applies accordingly to periods of time that have already been concluded and/or periods dating back a longer period of time. The expiry period pursuant to **§ 23** of these General Terms and Conditions and § 28g SGB IV does not apply to the claim for repayment.



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4. All payments to the contracting party will be made cashless by transfer to the account designated by the contracting party.

5. The contracting party is obliged to notify the Producer without delay of any payments received in excess and to reimburse the Producer without being prompted to do so.

6. Cost estimates of the contracting party will only be reimbursed if a corresponding payment obligation has been agreed in writing in advance.

7. The remuneration also covers the activity of the contracting party in the context of necessary preparatory work as well as any necessary re-recordings, new recordings and/or (re)synchronisations (such as in the event of damage to recorded material, damaged data carriers, loss of data, and so on).

8. In the event that a withholding tax ("Quellensteuer") pursuant to § 50a of the German Income Tax Act (EstG) is incurred, the Producer is entitled to pay the incurred withholding tax to the competent German tax office (the refund will then be made directly through the tax office after the contracting party has submitted the necessary application) or to withhold payment of the remuneration in the amount of the incurred withholding tax until the contracting party submits a tax exemption certificate to the Producer in accordance with German law. The Producer will provide assistance to the contracting party in this respect to the extent possible.

### **§ 10 Buyout remuneration**

Payment of the agreed remuneration covers all claims on the part of the contracting party arising from the Agreement, in particular with regard to all rights assigned or granted under the Agreement – to the extent applicable and not in conflict with other contractual agreements. Fifty per cent of the remuneration paid applies to the so-called **buyout share**, the payment of which covers all claims arising from the relevant use and exploitation of the rights assigned or granted under the Agreement (including all claims arising from repeated use and exploitation, the use and exploitation of ancillary rights, and exploitation abroad).

### **§ 11 Interference of the contracting party, claim for subsequent performance on the part of the Producer by the mutually agreed date**

1. In any case in which the contracting party is impeded from fulfilling its contractual obligations or from fulfilling them on time (in particular from appearing at the agreed place on time), the contracting party is obliged to inform the Producer of this circumstance without delay.

2. In case of interference – for any reason whatsoever – the Producer is entitled to request the performance of the contracting party at a later date, subject to adherence to the contractual conditions and after arranging a date with the contracting party, in lieu of the right of withdrawal or termination stipulated in **§ 17**, provided that this is still in the interest of the Producer.

3. If the contracting party is impeded from doing so – for any reason whatsoever – the contracting party's claim to payment of the contractually agreed remuneration ceases to apply. Any advances paid must be repaid to the Producer. If the interference occurs after the contracting party has already rendered services or incurred expenses, the contracting party will receive appropriate compensation, to be determined by the Producer at its reasonable discretion and, in case of dispute, subject to examination by the competent court. The Producer's right to assert claims for damages remains otherwise unaffected.

### **§ 12 Transfer of ownership**

The contracting party transfers to the Producer the ownership of all objects, works, and other services rendered or produced by the contracting party within the scope of its contractual services (such as master recordings, minutes, storyboards, manuscripts, drawings, figures, photos, sculptures, and so forth) and assigns to the Producer any other existing industrial property rights (such as trademark, design, patent rights, and so on) at such time as they originate or upon conclusion of the Agreement in the case of objects already produced and existing rights. The Producer accepts the transfer of ownership and the assignment. With regard to the aforementioned objects and rights, the contracting party waives the assertion of rights of retention, set-off, and appeal. The contracting party is obliged to make backup copies of the above-mentioned objects to the extent possible, which also become the property of the Producer. The handover is replaced by the fact that the contracting party holds the backup copies as the bailee (custodian) for the Producer.

### **§ 13 Mention/Credit**

1. The Producer is entitled to mention the contracting party by name in connection with the use and exploitation of the production. There is, however, no obligation on the part of the Producer in this respect, unless an imperative statutory regulation to mention the name is in force.

2. The contracting party acknowledges and expressly agrees that the decision regarding such mention and the concrete form it takes is made by the relevant distribution partner, in particular the commissioning broadcaster, within the legal framework and on the basis of standard industry practice. The Producer is not liable for omissions and/or errors relating to such mention by third parties.

## **§ 14 Confidentiality, duty to abstain**

1. The contracting party undertakes to maintain confidentiality towards third parties with regard to the content of the Agreement, the production, as well as the matters that are, by their nature, confidential and have come to its knowledge in connection with the execution of the Agreement and the production. The contracting party will categorically abstain from making negative statements about the production, the production conditions, the Producer, or the distribution partner. These obligations remain in force even after termination of the contractual relationship.

2. Within the periods specified in **§ 4.1 aa) and bb)**, the contracting party undertakes not to use or exploit for its own purposes or for the benefit of third parties the ideas and/or format elements contained in the contractual production or to allow them to be used or exploited. In particular, the contracting party will not use or exploit or allow to be used or exploited any ideas that become known to it from any documents or materials that may have been made available to it, nor will it use or allow to be used or exploited any format elements or the format as a whole, either in whole or in part, for its own purposes, in particular for the production and/or exploitation of television programmes or other productions and the associated exploitation of ancillary rights (such as print, Internet, merchandising, and so on).

3. If the contracting party is in breach of its obligations under **items 1 and/or 2** above, it will incur a contractual penalty in an appropriate amount to be determined by the Producer and, in the event of a dispute, verifiable in its amount by the competent court. In the event of a continuous infringement, the contractual penalty is incurred for each month or part thereof. The right of the Producer to claim further damages remains unaffected.

## **§ 15 Public announcements, press relations, social media**

Statements, announcements, visual and journalistic depictions, interviews, press releases, postings on social media or networks, as well as other communications relating to the production and the contractual activity of the contracting party may only be made public with the prior written consent of the Producer. The contracting party is not authorised to use its name or other name identifiers for advertising or promotional purposes for third parties with reference to its activity for the production, or to make them available to third parties for such purposes, whether in return for payment or free of charge.

## **§ 16 Liability**

1. Any liability claims of the contracting party are excluded unless otherwise specified below. The exclusion of liability also extends to the legal representatives and vicarious agents of the Producer in the event that the contracting party asserts claims against them.

2. Claims for damages arising from injury to life, limb, or health and claims for damages arising from the violation of material contractual obligations are exempt from the exclusion of liability set forth in item 1. Material contractual obligations are obligations that must be fulfilled in order to accomplish the objective of the contract. However, claims for damages arising from the culpable breach of material contractual obligations are limited to the foreseeable damage typical for this type of agreement, unless another case as specified in sentence 1 exists simultaneously.

3. Liability under product liability law, pre-contractual liability, and liability for warranty statements remain unaffected.

## **§17 Duration and premature termination of the Agreement**

1. The Producer is specifically entitled to rescind the Agreement without notice and without prior warning if

a. the contracting party violates material provisions of the Agreement and/or these General Terms and Conditions,

b. the contracting party engages in mobbing or bullying, sexual harassment, or abuse of power in the Producer's work environment,

c. claims made by the contracting party against the Producer are attached and the contracting party does not remedy these measures within a reasonable period of time determined by the Producer,

d. the contracting party is unable – regardless of the reason – to fulfil its obligations as defined in **§ 11** of these General Terms and Conditions,

e. the contracting party declares that it does not wish to render its services, or

f. force majeure makes it unreasonable to expect the Producer to honour the Agreement. Force majeure is an external event unrelated to business operations that could neither be averted nor foreseen even by exercising the utmost reasonable care, in particular epidemics/pandemics, natural disasters, war, civil unrest, strikes, sovereign orders, or other equally severe occurrences.

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2. The Producer is entitled to choose at its own discretion to terminate the Agreement without notice and without prior warning instead of rescinding the Agreement for the reasons stated in **item 1** above. The right to extraordinary termination for other significant reasons remains unaffected.
3. The assertion of other legal grounds for termination, withdrawal, and/or contestation remains unaffected.
4. Any termination or withdrawal must be effected in writing.
5. Termination or any other form of ending the Agreement – with the exception of withdrawal – will not result in reversion of the rights granted or assigned under this Agreement, nor in exemption from the obligation to maintain confidentiality. The related provisions will remain fully effective even after the conclusion of the Agreement. If, in the event of termination, the Producer has no interest in the rights granted or assigned by the contracting party, the rights granted or assigned revert to the contracting party after corresponding written notification by the Producer, and the contracting party's claim to the buyout portion of the remuneration as specified in **§ 10** or in the specific agreement is no longer valid.

### **§18 Transferability/Assignment of rights and obligations**

1. The Producer is entitled to assign or grant the claims and rights under this Agreement in whole or in part or the Agreement as a whole to third parties.
2. Should the contracting party wish to assign or pledge any or all of its individual claims and rights under this Agreement to third parties, this requires the prior written consent of the Producer.

### **§ 19 Transfer and assumption of contract**

In the event of extraordinary termination of the production contract by the commissioning broadcaster, the contracting party gives its consent that the broadcaster or a third production company to be nominated by the broadcaster may assume the present Agreement by replacing the Producer as the new contracting party. The contracting party may object to the involvement of said production company in writing if there are reasons – to be specifically indicated – that would make the involvement of this production company untenable for the contracting party; in the event of an objection, the broadcaster remains entitled to enter into the relevant contract itself within four weeks of the objection by written declaration.

### **§ 20 Rights of retention, offsetting**

1. The contracting party may only declare a set-off against counterclaims to the extent that such claims are undisputed or have been established as final and absolute by a court of law.
2. The contracting party is not entitled to assert rights of retention if the counterclaims are based on another contractual relationship. The contracting party, having the status of an entrepreneur, is only entitled to assert a right of retention on the basis of undisputed or legally established counterclaims.

### **§ 21 Damages, insurance**

1. The contracting party undertakes to comply with statutory safety regulations and to implement all necessary safety measures with regard to the service or activity it is obliged to perform.
2. The Producer must be informed immediately of any imminent or actual damage as soon as it becomes known.
3. In order to protect against risks arising from the performance of its services under the Agreement, the contracting party undertakes to conclude insurance policies providing adequate coverage and to submit the relevant policies to the Producer upon the Producer's request. In particular, this includes obtaining liability insurance, health insurance, and coverage in the event of the insured's own incapacity to work. Likewise, the contracting party will ensure that third parties engaged by the contracting party within the scope of contract execution have concluded their own insurance policies or are covered by their own insurance policies.
4. If the contracting party causes the Producer to suffer damage or loss, the contracting party hereby assigns the claim against its insurance provider to the Producer in the corresponding amount. The Producer accepts this assignment. If the contracting party suffers damage or loss as a result of the insured event and the insured event was caused as a result of negligence on the part of the Producer, the contracting party is not entitled to assert any claims that exceed the scope of the insurance coverage.
5. If an insurance provider refuses protection on the grounds that the contracting party or one of its governing bodies or employees has acted culpably, the contracting party hereby assigns to the Producer all claims for damages against such person(s) to which it is entitled; the Producer hereby accepts the assignment.

## § 22 Written form

No verbal ancillary agreements have been made. Amendments and additions to the Agreement and to the General Terms and Conditions as well as waiving the requirement of written form must be effected in writing in order to be valid.

## § 23 Expiry period

1. All mutual claims arising from this Agreement and such claims that are associated with this contractual relationship will lapse if they are not enforced in writing to the relevant contracting party (§ 126 b of the German Civil Code [BGB]) within six months of their due date. The limitation period does not apply: (1) to liability based on intent, (2) to damages resulting from injury to life, body, or health, or (3) to claims of the contracting party that are legally exempt from a limitation period (such as under MiLoG).

2. If the other party refuses to assert the claim within the time limit, the claim lapses if it is not enforced in court within three months of the refusal.

3. If the other party does not make a statement within one month following the assertion of the claim, the claim lapses if it is not enforced in court within three months after expiry of this one-month period.

## § 24 Reservation of validity

The validity of this Agreement is subject to the express proviso that it is signed by the management or the authorised representative of the Producer. This proviso cannot be waived or revoked by means of other agreements, declarations, or documents.

## § 25 Ombuds office – sexual harassment, mobbing and bullying, abuse of power, and similar

1. The Producer takes the issues of mobbing and bullying, sexual harassment, and abuse of power in the company very seriously and has appointed a trusted ombudsperson and established a central complaints office to handle such cases. This person may be contacted at the e-mail address [ombudsstelle@all3media.de](mailto:ombudsstelle@all3media.de). In the event of such violations, the Producer expressly reserves the right to initiate criminal proceedings in addition to extraordinary dismissal.

2. In addition, the contracting party has the option of contacting "Themis", an association founded by associations and trade unions in the film and television industry together with representatives of producers, broadcasters, theatres, and orchestras in Germany, as the responsible body of an independent and impartial bureau for the prevention of sexual harassment and violence. Information about this is available on the website <https://themis-vertrauensstelle.de/>.

## § 26 Data protection

1. As part of the contractual relationship, the Producer processes personal data of the contracting party. The Producer is the data controller as defined by the EU-GDPR and the German Federal Data Protection Act (BDSG). The contracting party's personal data will be processed on the basis of Article 6 (1)(1)(b) and (f) of the EU-GDPR, in particular for the purpose of executing the contracts, fulfilling any claims under copyright law for information, contract amendments and other claims under copyright contract law, and to prove the chain of rights or acquisition of rights. The data will be processed for the time period necessary to fulfil the aforementioned purposes and, where applicable, beyond the expiry of the statutory retention and protection periods, unless the Producer's legitimate interest in proving the chain of rights ceases to exist.

2. The Producer will disclose the contracting party's personal data to the broadcasting television station in the course of production. In certain cases, the Producer transmits personal data provided separately by the contracting party to the provider of the production loss insurance in order to carry out the production contract. The contracting party's data may be transferred to the parent company for internal administrative purposes or in the course of processing an order. The Producer also cooperates with selected service providers to whom the contracting party's data may be transferred. The service providers are only granted access to the data to the extent and for the period of time necessary to provide the service.

3. The contracting party's data will not be processed outside the European Union/European Economic Area.

4. As a data subject, the contracting party has the right to assert the following rights with respect to the Producer:

- the right to demand information as to whether personal data relating to their person is being processed and if so, to what extent, pursuant to Article 15 EU-GDPR and § 34 BDSG;
- the right to demand rectification of the data, pursuant to Article 16 EU-GDPR;
- the right to demand the erasure of personal data, pursuant to Article 17 EU-GDPR and § 35 BDSG;
- the right to restrict the processing of personal data, pursuant to Article 18 EU-GDPR;
- the right to receive the relevant personal data provided to the Producer in a structured, standard, and machine-readable format and to transmit this data to another data controller, pursuant to Article 20 EU-GDPR;

- the right to object at any time to the processing of personal data under the legal basis of Article 6 (1)(1)(e) or (f) EU-GDPR, pursuant to Article 21 EU-GDPR;
- the right to appeal to a supervisory authority, pursuant to Article 77 EU-GDPR.

5. It is a contractual obligation to provide all personal data necessary for the establishment, execution, and termination of the Agreement. Beyond the above, there is no obligation to provide the data.

6. The Producer's data protection officer, **Dr. Karsten Kinast, LL.M.**, can be reached by mail at KINAST Rechtsanwaltsgesellschaft mbH, Hohenzollernring 54, 50672 Cologne, Germany, [www.kinast.eu](http://www.kinast.eu).

## **§ 27 Supplementary provisions, severability clause, applicable law**

1. The Agreement does not establish an associative (corporate or partnership or otherwise) relationship under company law.

2. The Agreement supersedes and replaces any previous oral or written agreements between the Producer and the contracting party concerning the subject matter of the Agreement.

3. If any individual provisions of the Agreement or these General Terms and Conditions are or become invalid, the Agreement and the General Terms and Conditions remain valid in all other respects. The invalid provision is to be reinterpreted, amended, or replaced in such a way that the intended commercial purpose is met to the greatest extent possible. The same applies if a loophole requiring amendment becomes apparent in the course of fulfilling the Agreement or the General Terms and Conditions. The contracting parties will make any necessary amendments, additions, or adaptations to the Agreement or the General Terms and Conditions in a spirit of cooperation and with due regard to their mutual commercial interests.

4. This Agreement is subject to the law of the Federal Republic of Germany.

5. Place of jurisdiction and place of performance is the registered office of the Producer, to the extent permitted by law. The Producer is also entitled to bring legal action in any other jurisdiction as provided by law.