

General Terms and Conditions (GTC)

for commissioned productions by authors, photographers, illustrators and other creative professionals (contractors) of Deutsche Medien-Manufaktur GmbH & Co. KG (client)

Preamble

- I. The client publishes magazines on the topics of land, garden, living, food and mindfulness and is continuously expanding its business areas in print and digital.
- II. The contractor is a freelance author (text, image, illustration, styling, etc.) within the meaning of copyright law.
- III. The client is keen to build on the good partnership with its freelance creatives. Such a partnership requires a balance that, on the one hand, allows the client to make appropriate use of the contributions provided and, on the other hand, guarantees the authors transparency and fair financial remuneration for the uses. This requires certain framework conditions, which are set out here.

§ 1 Scope of application

- 1) The GTC apply to contracts between the client and the contractor (originator) for the production of their respective works, in particular texts, photos, videos, audio recordings, illustrations, caricatures and other contributions ("contributions").
- 2) Any deviating or conflicting terms and conditions of the Contractor shall apply, even if the Contractor's terms and conditions are not expressly objected to in each individual case.
- 3) The GTC are deemed to be accepted as soon as the order is fulfilled..

§ 2 Service description and individual order

- 1) The client shall specify the service to be provided by the contractor (author) in individual order and describes it, in particular the topic and the desired impression of the individual contribution. The time of delivery of the contribution and the remuneration shall be specified in the individual order. The individual order shall be placed in writing by e-mail.
- 2) The contractor is then responsible for the complete creation of the individual contribution. The exact scope of the order will be specified in writing.
- 3) Unless otherwise agreed, the Contractor shall transmit the contributions to the Client at its own expense and risk.
- 4) The deadlines specified in the individual orders are fixed. Any postponement of the agreed submission date for the article requires the client's prior consent in text form.
- 5) The Contractor shall provide the Client with detailed and correct image information for the photographs/images supplied, e.g. subject, location and date of the photograph and - after consultation with the Client - the names of persons depicted, including their occupations and functions and, in the case of objects, their exact designations, and shall mark them with its copyright notice.
- 6) The Contractor undertakes not to provide any third parties with information about the topic on which it has been commissioned until the article has been published, unless this is necessary for the execution of the order. He not to work for other media companies on trips paid for by the client or during the execution of the assignment without the prior consent of the client and to offer all recordings made in

addition to the assignment (including any photo, video or audio recordings) exclusively to the client. The Contractor to notify the Client immediately if it is offered or promised financial or other benefits by third parties in connection with the order.

§ 3 Rights of use

- 1) From delivery of the respective contribution, the Contractor shall grant the Client the transferable right, unlimited in terms of territory and time, to use copyrights and related rights within the meaning of the Copyright Act from the time the right arises. In particular, the grant includes the authorization to use the rights for all journalistic purposes in all printed and digital forms of use in all languages in Germany and abroad.
This includes, for example, using the contributions as often as desired, in whole or in part, in current and future publications and media in any form in print and digital form, including any reproduction and public distribution and making available. This also includes making the articles available in databases for research and download, archiving the articles and using them in press reviews. This also includes the right to digitize and electronically store the articles. The granting of rights also covers types of use unknown at the time of the order as well as sublicensing and translation into other languages. The client may also use the articles for self-promotion and public relations purposes.
- 2) The client is not obliged to use the transferred rights. § Section 41 UrhG remains unaffected.
- 3) The Client is authorized to use the Works in any form and for any purpose, including but not limited to training, research, development and commercial applications, in AI systems, deep learning models, and other automated analysis or processing systems. The use also includes the possibility of using this content for the improvement of algorithms, the training of machine learning models and for all other applications in the field of artificial intelligence and automation. Furthermore, the client is entitled to generate and use content based on the work that is created in whole or in part using AI technologies and in compliance with moral rights.
- 4) The Client shall have the right to edit the Contractor's contributions in whole or in part and to combine and use them with other works or other material, subject to the Contractor's moral rights. In particular, the client may make persons depicted unrecognizable due to possible infringement of personal rights or black out clear names and make other necessary editorial changes.
- 5) The publisher shall be entitled to the rights of use exclusively for an exclusivity period, but not exclusively thereafter. The exclusivity period ends after 36 months. In any case, the publisher retains the simple (non-exclusive) rights of use to the extent previously granted after expiry of the exclusivity period.

§ 4 Liability

- 1) The Contractor warrants that it can dispose of the transferred rights and has not already disposed of them otherwise. Rights transferred by the Contractor to collecting societies to the extent permitted under rights administration agreements shall remain unaffected.
- 2) The Contractor warrants that the contributions provided by it do not infringe any third-party rights, in particular copyrights, rights of use, design rights, trademark rights or other industrial property rights and personal rights. In particular, the Contractor must obtain any necessary consent for the depiction and publication of images of persons; if minors are depicted, the consent of the minors must be obtained in addition to that of their legal representatives.
- 3) The author hereby confirms that the work was created exclusively by him/herself and without the involvement of AI or other automated systems. Any form of editing, creation or generation by AI technologies or other automated processes were not part of the creation of the work.

- 4) The Contractor warrants that it has not manipulated image and video recordings after exposure or altered them in any other unfair way; this does not include image processing expressly agreed with the Client.
- 5) The Contractor undertakes to indemnify the Client in full against any claims on first demand; this also applies to any legal defense and litigation costs.

§ 5 Remuneration

- 1) Remuneration is regulated in the individual order and is fixed and independent of time.
- 2) The remuneration agreed in the individual order shall cover the transfer of all rights of use in accordance with these GTC.
- 3) The agreed fee shall be due for payment 30 days after delivery of the contribution, but in the case of invoicing not before receipt of a proper digital invoice.

§ 6 Costs and expenses of the Contractor

- 1) The Contractor shall bear all costs for the operation of its independent activity, for technical equipment, computers, software and other work equipment.
- 2) Expenses will only be reimbursed upon prior agreement and against proof; statutory claims for reimbursement of expenses remain unaffected.
- 3) If the client provides the contractor with individual items, for example for decoration, they must be used for the production and then returned to the client at the client's expense, unless the client expressly the contractor to leave the items on the prop site until they are returned.

§ 7 Relationship between the Client and the Contractor

- 1) The parties mutually agree to work together on a self-employed basis; an employment relationship or an employment relationship subject to social security contributions is not to be established. Accordingly, neither wage tax nor social security contributions shall be withheld and paid from the remuneration. The contractor is responsible for the tax and social security obligations arising from this cooperation.
- 2) The Contractor warrants that it is not economically dependent on the Client.
- 3) The Contractor shall provide its services within the framework of its own work organization using its own business equipment/material resources. The Contractor shall be free to choose the place and time of performance, unless the nature of the matter or supplementary agreements between the parties dictate otherwise. Contractually agreed performance parameters must be complied with. Any changes to the agreed services shall require a separate agreement with the client.
- 4) The contractor has the right to refuse orders from the client without giving reasons.
- 5) The Contractor is not entitled to a specific minimum order volume.
- 6) The Contractor shall be free to make use of the assistance of personally and professionally suitable vicarious agents at its own expense.
- 7) The contractor is also free to for third parties, in particular for other publishers.

- 8) The contractor must pay tax on his own fee. He shall state truthfully whether he is liable for VAT. If the author is not liable for income tax in the Federal Republic of Germany, he shall notify the client accordingly. In this case, the client shall make a statutory tax deduction. The withholding and payment of tax may be waived on the basis of a double taxation agreement if the author submits a notice of exemption from the competent tax office for his work for the client. This must be renewed regularly. Alternatively, depending on the amount of the fee, the simplified control reporting procedure (possibly with a corresponding residual tax rate) may if a double taxation agreement exists. Information may be exchanged between the Federal Central Tax Office and the author's local tax authority.
- 9) The Contractor shall responsible for paying health, social, pension and other insurance contributions as well as for accident insurance or other insurance, e.g. for any accompanying persons or his equipment.
- 10) The Contractor shall notify the Client each calendar year if its sales to the Client are expected to exceed 60 percent of its total sales. The Contractor warrants that it will fulfill its obligations to pay minimum wage, taxes and social security contributions without restriction, both with regard to itself and with regard to any third parties it may employ to provide services.

§ 8 Confidentiality

- 1) The Contractor undertakes to maintain confidentiality about all business and trade secrets of the Client of which it becomes aware in the course of the cooperation.
- 2) If the Contractor obtains access to personal data of the Client, protagonists or its customers in the course of its work for the Client, it shall also be obliged to maintain strict confidentiality. He undertakes to comply with the relevant data protection regulations, in particular the GDPR and the BDSG, and to maintain telecommunications secrecy. Corresponding data and information may only processed or used for the fulfillment of the order and only on the corresponding instructions of the client. Processing or use for other purposes is expressly prohibited. The Contractor shall take appropriate technical and organizational measures to adequately protect the relevant data and information against unauthorized access. All of the above obligations shall also apply beyond the term of the order. Conflicting statutory provisions, such as tax retention obligations, shall remain unaffected.

§ 9 Final provisions

- 1) There are no verbal collateral agreements.
- 2) Unless expressly agreed otherwise, the date of receipt shall be decisive for compliance with deadlines.
- 3) The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Münster.
- 4) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 5) Should one or individual provisions of the agreement be or become invalid in whole or in part, this shall not the validity of the remaining provisions. The parties shall replace the invalid provision with a permissible provision that comes closest to the meaning and purpose of the invalid provision. The same shall apply in the event of a loophole.