Terms and Conditions of the Deutsche Telekom Group for Purchasing Creative Services and Other Services in the Field of Event Management and Live Marketing ('EB Event')

1. Scope

(1) These Purchasing Terms and Conditions shall apply to the purchasing of services in the fields of event management and live marketing. These Purchasing Terms and Conditions apply exclusively. Conflicting or deviating conditions of the Contractor shall not apply, even if the service is accepted unconditionally with knowledge of conflicting or deviating conditions of the Contractor.
The parties understand 'event' to mean an event or other occurrence that takes place at a specific time at a venue. Events can have various forms, such as but not limited to concerts, conferences, sporting events, celebrations, trade fairs, hybrid events, travels as well as promotional actions and measures. A venue within the meaning of this contract is any geographical area used for the execution of an event. This may also be held outdoors or in public spaces.

(2) Only purchase orders, call-offs, and contracts (each, an "Order") issued in writing by a procurement unit of Deutsche Telekom AG (hereinafter referred to as 'DTAG') or by a company in which DTAG is entitled to exercise more than 20% of the voting rights directly or indirectly ('Group Company'; DTAG and each group company placing an Order hereinafter each referred to as 'Client') shall be legally binding. The written form in the aforementioned sense also includes declarations transmitted electronically, by email, fax, or via special electronic communication procedures provided by the Client for handling purchasing processes such as full integration, web-based application, or order management tool. An electronic statement is deemed received on the day it becomes available at the recipient's electronic address during normal business hours, and otherwise on the next business day. In the case of using a special electronic communication procedure provided by the Client for handling purchasing processes, the relevant usage terms of the Deutsche Telekom Group for electronic communication procedures provided by it (NB e-commerce – see under: www.telekom.com/en/company/procurement) apply.

(3) If the Client and the Contractor have concluded a framework agreement that provides for the applicability of these EB Event, DTAG and all Group Companies shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the case of an Order, a corresponding contract is concluded directly between the respective Group Company and the Contractor under the conditions of the framework agreement. There is no joint and several liability between DTAG and the Group Companies.

2. Subject of the Contract

The type and content of the contractual services are specified and described in detail in the respective Order.

3. Contract Components

(1) Contract components are in the following order:
a. the Order,
b. further contract components specified in the Order (e.g., service description, offer),
c. the framework agreement, if one exists,
d. these EB Event.

(2) In addition, the following documents are contract components:
a. the Design Guidelines of the Client in their current version accessible at www.brand-design.telekom.com,
b. the 'Code of Conduct for Suppliers (DTAG Supplier Code of Conduct)' in its current version (hereinafter referred to as 'Code of Conduct' or 'SCoC'; see under www.telekom.com/en/company/procurement).

The conditions listed under (2) a-c apply in the version valid at the time of the Order and available at www.telekom.com/en/company/procurement.
Conditions deviating from these EB Event in the offer or Order are only effective if they expressly refer to the section which they want to change or replace in the respective Document .

4. Integrity and Cooperation / Quality Management and Information Security

(1) DTAG has developed principles and values that demonstrate DTAG's willingness to share corporate ethics and social as well as ecological obligations with the Contractors.

(2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and persons engaged by him (jointly referred to as "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 Client 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 Client is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Client shall remain unaffected.

(3) The Contractor undertakes to take all necessary measures to prevent and sanction any case of active or passive corruption, both in the public and private sectors.

(4) The Contractor undertakes to immediately inform the Client immediately in writing as soon as it becomes aware of any indications of problems with compliance with the SCOC in its area of responsibility and to avoid anything that could damage the brand image of DTAG and/or its Group Companies or endanger supply security.

(5) The Contractor is obliged to observe the security regulations of the Deutsche Telekom Group applicable to Contractors and their vicarious agents (see under: www.telekom.com/en/company/procurement) and to inform and obligate the persons and/or Subcontractors used for the provision of services accordingly.

(6) The Contractor shall ensure that both it and its Subcontractors comply with the statutory provisions of the German Minimum Wage Act (Mindestlohngesetz). In this context, it shall be obliged, for example, to provide proof that the minimum wage is being paid by it and its Subcontractors if requested to do so by the Client in writing. The Contractor shall indemnify the Client against any and all claims in connection with minimum wage payments; this shall also apply to any administrative fines incurred.
It shall also immediately inform the Client if there are reasons to suspect that it or one of its Subcontractors are violating statutory minimum wage requirements.

(7) The Contractor must comply with the Client's requirements regarding quality management, environmental protection, and information security. If required in the contract, the Contractor must (i) provide evidence of a quality management system according to DIN EN ISO 9001, TL 9000, or a comparable quality

management system and provide data according to the metrics described in the TL 9000 Quality Management System Measurements Handbook or otherwise agreed metrics, (ii) provide evidence of an environmental management system according to DIN EN ISO 14001 or the EC Eco Audit Regulation, and (iii) provide evidence of an information security management system according to ISO/IEC 27001 or comparable.

(8) The Contractor commits to comply with all applicable laws, regulations, directives, guidelines, and other legal norms concerning the services to be provided.
For events outside the Federal Republic of Germany involving employees of DTAG or Group Companies whose main place of work is within the Federal Republic of Germany, a level of protection corresponding to German occupational safety law must be achieved for the event. This may require measures that exceed the requirements of local regulations. In such cases, these measures must be determined based on an event-specific risk assessment and communicated to the companies and individuals responsible for implementation or control. Unless otherwise contractually agreed, this is an obligation of the Contractor.

5. Independent Service Provision / Residence Permit / Work Permit

(1) The Contractor provides the contractual services independently and on their own responsibility. The Client does not influence the manner of service provision.

(2) In principle, the Contractor shall be free to choose the place of performance for providing the contractual services. However, if the project requires the services to be partially performed on the premises of the Client, 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 has sole authority to issue instructions to their own employees and any Subcontractors they use. They are free in organizing the service provision and in scheduling their activities. However, they will coordinate with other project participants as necessary to meet agreed deadlines.

(4) The Contractor commits to independently and properly tax the remuneration received from the Client 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 Client from any legal consequences resulting from failure to comply with this requirement.

(6) The Contractor is fully responsible for the deployment and performance of their personnel in connection with the service provision. When working on the Client's premises, the Contractor is obliged to instruct their personnel to handle the Client's property with care and caution.

(7) The Contractor is obliged to provide the Client with information about the project's status at any time and to grant access and inspection for this purpose.

(8) The Contractor must only deploy comprehensively and appropriately qualified employees to fulfill their contractual obligations. Upon request, the Contractor must provide a description of the training and work profiles of the employees used or to be used, demonstrating their qualification for providing the contractual services. As far as possible, the same employees and Subcontractors should be used throughout the entire service provision period. If the Client requests it for understandable reasons, the Contractor must immediately replace individual employees.

(9) If a replacement is exceptionally necessary, any change in personnel or Subcontractors during the respective contract term must be announced to the Client in advance in writing. The project-specific know-how transfer in such cases is at the Contractor's expense.

6. Event Planning and Organization

(1) If the planning and execution of an event is agreed upon in the contract, the Contractor independently takes on the planning and implementation of the event as the organizer, unless otherwise agreed in the contract. The Contractor shall deliver the event in close coordination with the Client.

(2) Unless otherwise agreed in the contract, the Contractor is particularly, but not exclusively, responsible for the following areas and tasks concerning the event:

- Renting, possibly repurposing, and providing the event venue in a condition suitable for contractual use, considering any stage instructions and legal safety regulations and other official requirements
- Obtaining the necessary official permits
- Drafting the necessary concepts
- Compliance with traffic safety obligations
- Setting up a security service
- Setting up a fire safety watch
- Setting up a medical service
- Briefing and training the personnel
- Registering and settling music usage with GEMA
- Concluding insurance in an appropriate amount (e.g., event liability insurance). The Contractor will provide proof of corresponding event liability insurance to the Client before the event.
- Event security
- Exhibition construction/exhibits
- Event setting/decor
- Crew catering/expenses (to be coordinated with the Client) stage setup and dismantling
- Technology
- Lighting
- Admission/Exit
- Cloakroom
- Catering for event visitors
- Booking of participants in the event, as far as agreed in the individual contract
- Implementation of the requirements of participants in coordination with the Client
- Cost control in compliance with the project calculation/budget
- Consideration of sustainability in all tasks in coordination with the Client (including any additional costs)

(3) The Contractor provides suitable personnel in sufficient numbers to fulfill its obligations before, during, and after the event.

(4) The Contractor is particularly obliged to ensure the personal safety of all persons present at the event and must take all necessary measures on its own responsibility. This group of people includes, but is not limited to, performers such as artists/speakers/other participants ('Participants'), all personnel working at the event from the Client, the Contractor, and Subcontractors, as well as all visitors to the event or participants of a travel.

(5) If a safety documentation is developed during the event planning, in which responsibilities are recorded, the regulations apply in addition to the services contained in the respective contract.

(6) In individual cases, it can be expressly stipulated in the contract that the Contractor organizes and conducts the event, but the Client appears externally as the organizer of the event. The services to be provided by the Contractor remain unaffected. In this case, the Contractor provides the organization and execution of the event as a service provider for the Client. The Contractor also concludes all necessary contracts with any Subcontractors in its own name and on its own account. The provisions of this contract remain expressly unaffected unless the parties agree otherwise in the contract.

(7) Insofar as the Contractor is commissioned to carry out a travel (e.g. incentive travel, raffle travel, including travels that are offered as part of prize competitions or similar competitions; hereinafter referred to as "travel"), the Contractor plans and organizes the travel in accordance with the order. To this end, the Contractor purchases the coordinated individual trades, such as hotel, transfer, activities and tour guide for the travel, combines them into a unit in a timely manner and, as the organiser of the travel, is responsible for the proper provision of the partial services as a whole vis-à-vis the travel participants named by the Client.

(8) The Contractor and the Client agree that they intend to provide the booked travel services to the travel participants named by the Client by way of a contract for the benefit of third parties (Section 328 (1) of the German Civil Code). Accordingly, the participants of the travel are entitled to assert the claim for the performance of the travel services as well as any claims in connection with the travel directly against the Contractor.

(9) After the Client has informed him of the travel participants, the Contractor will contact the participants by e-mail in order to agree on the specific travel conditions with them.

(10) The communication to the travel participants must clearly indicate that the Contractor is the organiser of the travel and that the travel participant can only make any claims in connection with the travel directly to the Contractor.

(11) If it is agreed in the order that the Client is the organiser of the travel, the Contractor provides the services for planning, organising and carrying out the trip in an internal relationship with the Client; clause 6 (6) shall apply.

7. Stage construction/Exhibition construction/Event technology

(1) If the assembly and disassembly of stages, stage technology, or similar structural installations or temporary structures, such as stands, event tents, exhibition stands, market stalls, etc., are provided for in the contract or for its execution, the Contractor is particularly responsible for the corresponding building owner, operator, and traffic safety obligations for such structural installations as part of its contractual obligations. This also applies to the installation and use of event technology of any kind.

(2) The Contractor must observe the generally accepted rules of technology and construction, in particular all relevant EU directives/standards, VDE and/or DIN regulations, the provisions and regulations of the respective state building code, the professional association, the trade supervisory office, and all relevant laws, ordinances, local statutes, and other regulations as well as any manufacturer specifications and create necessary installation certificates and test reports.

(3) The Contractor represents that it has the necessary expertise for the assembly and disassembly of stages, stage technology, and similar structural installations or temporary structures, as well as for the installation and operation of the event technology used, or that it will engage suitably qualified employees or Subcontractors. If proof of expertise is required for the provision of services under the contract, the Contractor ensures that the employees used by it or its Subcontractors have such proof of expertise and can present it to the Client at any time upon request.

(4) The Contractor also ensures that the temporary structures used by it have current execution permits in accordance with the respective state building codes and that these are entered in the corresponding inspection books.

(5) The Client reserves the right to check compliance with the building owner, operator, and traffic safety obligations at any time and without notice or to have them checked by an independent third party. If an inspection by an independent third party is to be commissioned through the Contractor, this will be regulated in the respective individual contract.

(6) The Contractor must complete its performance free of defects within the deadlines to be agreed in the contract. To comply with the bindingly agreed contract deadlines, the Contractor will closely coordinate with the Client. The Contractor must immediately inform the Client in writing of any impending or already occurred delay along with its reasons.

(7) The Contractor must take into account any requirements of the Client and/or, after prior coordination with the Client, any requirements of the respective participants in connection with the stage setup and stage design in a timely manner and independently coordinate and implement any resulting agreements with the participants or third parties commissioned by them so that the requirements of the participants can be brought into line with the respective event planning. These coordination and implementation obligations also include any planning discussions, inspections, or acceptances if the participants or the Client insist on such. The Contractor will participate in such coordination with expert contacts, who must be named to the Client in advance.

(8) If the event takes place on the Client's premises, the Client does not guarantee the suitability of the premises for the setup and operation of stages, stage technology, and similar structural installations or temporary structures to be used for the event. The Contractor must sufficiently inform itself in advance about the suitability of the premises, particularly regarding the load-bearing capacity of floors, building statics, fire protection requirements, evacuation, and adequate supply of electricity, water, and heat.

(9) The Contractor must independently perform site cleaning after assembly and disassembly, which also includes the proper removal and disposal of construction and packaging waste caused by it. If applicable, it ensures the disposal of construction waste in accordance with the Circular Economy and Waste Act (KrW/AbfG). Upon request of the Client, the proper disposal must be proven. Any further regulations for the proper return of the areas used for the event to the Client or third parties remain unaffected.

(10) Insofar as the Contractor is commissioned with the assembly and disassembly of stages, stage technology, or similar structural installations or temporary structures

- The Contractor guarantees that all trades reported for acceptance can be used independently and without restriction for their intended use according to the performance description recorded in the respective Order.

- During the acceptance, the Client and the Contractor will prepare a written protocol, which must be signed by both contracting parties. If defects are reserved in the protocol, the Contractor continues to bear the burden of proof for the defect-free performance.

- Warranty claims are governed by the statutory provisions of contract law (§§ 631 ff BGB), unless otherwise regulated in the order.

- Notwithstanding an acceptance of the work performance by the Client and notwithstanding the existing organizer duties of the Client or third parties commissioned by the Client to carry out the event, the Contractor also bears the duties of the builder, operator, and traffic safety for the structural installations erected by him in this commissioning variant. The Client will allow the Contractor access to the installations at any time to fulfill his duties.

8. Design Guidelines

(1) At the beginning of the collaboration, the Contractor will receive a briefing on the Design Guidelines, particularly the brand appearance, corporate design, and corporate identity of the Client. The Contractor is obliged to train his personnel and Subcontractors at his own expense to implement the Design Guidelines and to deploy them only after training. The Client will provide training materials.

(2) The Contractor must designate a central contact person who

is responsible and reachable at all times during regular business hours for the implementation of the Design Guidelines. The Contractor shall bear the costs arising from any incorrect application of the Design Guidelines.

(3) The Client is entitled to change or replace the Design Guidelines during the contract term. The Contractor is obliged to apply the Design Guidelines in the version valid at the time of the Order. The Design Guidelines are accessible to the Contractor at www.brand-design.telekom.com or in another form determined by the Client during the contract term. The Contractor can have the compliance with the Design Guidelines checked at www.brand-dialog.telekom.com, without this constituting recognition or acceptance of his performance.

9. Scope of Services and Compensation

(1) Payment shall be made on a time and material basis with a maximum price (total net) or on a fixed price basis. The respective type and rate of remuneration will be determined in the Order. The total price of the Order is considered a non-exceedable maximum amount.

(2) The Contractor shall be obligated to immediately notify the Client’s Procurement units, without being asked to do so, if the Contractor or any staff it deploys for the provision of the contractual 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’s end. Should the Contractor not meet this obligation to provide information, the Client shall expressly reserve the right to arrange for an audit of all payments made by units at the Deutsche Telekom Group for such parallel projects and to reclaim payments made in this respect.

(3) If time units are used as the basis for billing the effectively rendered services, these must be proven to the Client. The Contractor must provide detailed evidence related to the specific services. Compensation is based on the performance records confirmed by the Client. Night, weekend, and holiday surcharges shall not be charged to the Client.

(4) The agreed compensation covers all expenses related to the fulfillment of the service, particularly services of any Subcontractors, all incidental costs, costs for usage rights and model rights, travel expenses, travel, and waiting times. The Contractor must indicate – if applicable- which of his own services the Client must pay an artist's social security contribution for.

(5) Early performance and/or out-of-scope services require the Client’s express written consent. A service performed before the agreed date does not constitute the start of a payment period bound to this date.

(6) Additional cost-relevant services and expenses that become necessary during the contract term must be agreed upon in writing between the contracting parties before their provision, even if they are essential for the fulfillment of the contract.

(7) Existing suitable image rights, available at https://content-world.telekom.de/, must be used to reduce costs.

(8) The Contractor will offer his services to DTAG and its Group Companies at the most favorable conditions he grants worldwide to DTAG and/or its Group Companies for comparable services in terms of quantity, quality, and market conditions. A corresponding exchange of information between DTAG and its Group Companies is possible at any time.

10. Delay

(1) If the Contractor realizes that he cannot meet the agreed execution deadlines, he must immediately inform the Client in writing of the reasons and the expected duration of the delay. There is no entitlement to an extension of the execution deadlines. The statutory and contractual consequences of a delay remain unaffected.

(2) In the event of delay, the statutory provisions apply unless otherwise specified below.

(3) The Client is only in default of payment if it does not make a payment after a reminder from the Contractor.

(4) If a contractual penalty is agreed, the Client can assert the reservation of the contractual penalty until the final payment.

11. Usage and Ownership Rights

(1) With regard to copyright and related rights (hereinafter referred to as "copyrights"), the Contractor grants the Client, from the time of their creation, or alternatively from the time of delivery, all exclusive, unlimited in time, space, and content, irrevocable, transferable to third parties, especially to group companies, and sublicensable rights to use and exploit all possible preliminary and final Work Results achieved in the fulfillment of the Order, including any development stages, as well as derived results, works, and related documents, whether in material or immaterial form (hereinafter collectively referred to as "Work Results"), in all known or future types of use and media. This also includes the unrestricted transfer of documentation (especially manuals, operating instructions, training materials, specifications, programming materials, rights directories, and other documents related to the contractual services). Any restrictions can only be effectively stipulated in the Order.
The right to use and exploit includes, in particular, the right to store the Work Results indefinitely, to reproduce them in whole and/or in part, to edit them, to publicly perform them, to publish them, and to distribute them physically and/or digitally in all media. This particularly includes the right to make the Work Results publicly accessible on the internet, including on social networks, to publicly perform them at trade fairs, presentations, and in business premises (Point of Sale) and in Out Of Home media, to use them in print and offline media (CD, DVD, etc.) as well as databases, and to further use and exploit them for follow-up contracts with third parties.

(2) Should a territorial restriction of the usage rights be agreed upon in the Order in individual cases, the parties are aware and accept that despite the territorial restriction to the license area, it is possible, in exceptional cases, to access the Work Results from outside the license area, and that this access does not constitute a legal violation by the Client. For example, a broadcaster based in Germany can also be received abroad (so-called overspill). Furthermore, the parties agree that the Work Results are accessible worldwide in the context of internet exploitation, and that therefore a territorial restriction to the license area does not apply to internet exploitation.

(3) The Client is entitled, but not obliged to use and exploit the Work Results. The Client's right of use continues even in the event of termination or other termination of the relevant Order.

(4) The Contractor shall inform the Client in writing about any pre-existing works contained in the Work Results or used for their creation, which are subject to protection and/or copyright (hereinafter referred to as "pre-existing works"). This includes information about the circle of rights holders of these rights. The Client receives a right of use for such pre-existing works in accordance with paragraph (1).

Any restrictions on the scope of the rights granted in paragraph (1) in terms of time, place, and/or content or regarding exclusivity can only be effectively stipulated in the Order through a corresponding explicit written agreement.

The Contractor undertakes to always maintain documentation in which the individual pre-existing works with the scope and duration of the license, as well as in the case of the creation and/or maintenance of websites/portal pages/social media channels, all third-party content embedded in these

pages/channels (also through linking, framing, embedding, etc.) are listed, indicating (i) the origin of the pre-existing works (in the case of linking, framing, embedding, etc.: indication of the source page (place of publication)), (ii) the respective type and manner of technical embedding, and (iii) outlining the measures taken to ensure legal compliance (including deletion of expired pre-existing works). The Contractor will regularly update this documentation and make it available to the Client in a digitally readable form upon request and at the end of the contract.

(5) The Client will, as far as possible and customary, credit the author in or in connection with the Work Results when using them purely for editorial-journalistic purposes. For this purpose, the Contractor will provide the Client with a complete list of authors for each Work Result, in the metadata for digital works. In the case of corporate communication/advertising/commercial uses, the Client is entitled, but not obliged, to name the author. The Contractor ensures that any authors will not assert their moral rights, particularly the right to access workpieces and the right to be named as the author in the aforementioned non-mandatory areas.

(6) The Client receives a non-exclusive, irrevocable, unlimited in time, space, and content, transferable, sublicensable, and compensated by the agreed remuneration right of use to the knowledge and insights brought into the process of task fulfillment by the Contractor.

(7) Notwithstanding the registration of intellectual property rights, all material rights to any Work Results achieved in the fulfillment of the Order, from their creation, alternatively from delivery, belong to the Client. The Client is solely entitled, whether from assigned rights or exclusive rights, to protect industrial property rights (especially patents, utility models, trademarks, design rights, database rights, semiconductor topography rights, know-how, rights to protected information, and all similar protected rights, regardless of whether they are registered or recorded, as well as other protective rights, including the rights mentioned in paragraph 1) worldwide for any Work Results through use or registration and recording. The Contractor supports the Client in registering these industrial property rights, particularly by providing and performing all necessary information, powers of attorney, declarations, and signatures. The Contractor is not entitled to register trademarks, domain, or design rights in their name or on behalf of the Client. The Contractor ensures that they claim inventions or shares of inventions made by their employees or employees of their Subcontractors that arise during the performance of services in accordance with legal provisions, particularly the Employee Inventions Act (ArbnErfG), and transfer the rights to the Client. The Contractor provides all necessary support to the Client in establishing, particularly registering these industrial property rights, and provides all necessary documents and makes all necessary declarations to the Client or third parties. The Contractor obliges all persons engaged by them (especially employees, Subcontractors including freelancers) for this purpose. Any compensation claims of the Contractor and/or the persons engaged by them from the aforementioned rights (especially ownership, usage, and exploitation rights) are settled with the agreed compensation.

(8) If the Contractor uses open source software (hereinafter "OSS") in fulfilling the Order, they must provide the Client with (i) details of the OSS components used in the Work Results (especially name and version), (ii) the OSS documentation (especially copyright notices and license texts), and (iii) the complete corresponding machine-readable source code (according to the applicable OSS license conditions) in a suitable format free of charge before the first delivery or service provision. This also applies to updates accordingly. With prior written consent from the Client, the Contractor may also make the aforementioned information accessible online via a URL. The Contractor ensures that the OSS embedded in or used for the Work Results does not contaminate or infect other software or industrial property rights of the Client. The parties clarify that clause 16 also applies to OSS. However, any liability limitations do not apply to this "Open Source Software" section.

12. Disposal Authority of the Contractor

(1) The Contractor is responsible for ensuring that they have all the rights to the services, especially the Work Results, necessary to grant the Client the rights required for the contractual use of the services, especially the Work Results, and provides a corresponding guarantee to the Client. The rights that the Contractor must ensure availability of include, in particular, copyright usage rights (if applicable, usage rights to databases or substantial parts of databases as well as to computer programs) and related rights, personal rights (especially the right to one's own image/model rights and the right to one's own voice), name, design (registered design), trademark, title, and sign rights, patent, utility model rights, as well as other industrial property rights and marketable legal positions such as domain names. In particular, the Contractor ensures that they have the corresponding rights in relation to authors, performing artists, phonogram producers, distributors, publishers, other related rights holders, and collecting societies, and duly pays the corresponding fees to the entitled natural and/or legal persons and fulfills all necessary reporting obligations to the collecting societies beyond the cost-bearing. However, the rights managed by a collecting society regarding the musical works underlying the music recordings contained in the Work Results are excluded from the regulation of this clause 12 (1) (see the special regulation in clause 12 (5)).

(2) The Contractor is also responsible for ensuring that the Work Results do not violate personal rights or trigger competition law or other complaints and provides a corresponding guarantee to the Client. If persons are included in the Work Results (sound, image, or film), this includes the necessary clarification of rights according to GDPR for the creation and processing of personal data with the recorded person for the use of the Work Results according to clause 11 (1). The Contractor also guarantees compliance with any data protection regulations in this context.

(3) The Contractor also ensures that, if they are not the author/related rights holder themselves, the authors or related rights holders of the Work Results they deliver receive appropriate compensation for the services they provide.

(4) If the Work Results are audiovisual content with music, the Contractor is responsible for acquiring and obtaining the synchronization rights and consents required for film production and exploitation and provides a corresponding guarantee to the Client, unless otherwise expressly regulated in the Order.

(5) The Contractor is obliged to appropriately label the underlying musical works or components of musical works that are subject to collection society/rights management society obligations in the Work Results by providing a corresponding list when making the Work Results available and to simultaneously provide the Client with the information required for a report to the collection/rights management society and to promptly comply with other requested cooperation actions, in particular to provide the Client with an already completed report form. Any fees incurred by the collection/rights management society for the use of the underlying musical works shall be borne by the Client. If the Contractor does not indicate the relevant Work Results to the Client by appropriate labeling when making the Work Results available, the unlabeled Work Results shall be considered free of collection/rights management society obligations, with the consequence that the Contractor shall indemnify the Client against any claims made by the collection/rights management society in accordance with clause 14.

(6) If the subject of the contract includes the production of audio and/or audiovisual content, particularly commercials, the Contractor is obliged to register this audio and/or audiovisual content with the competent collection/rights management society in the name of the Client. The Contractor undertakes to make the required registration completely and correctly. The Client points out in this context that - if the Client's jingle is included in the audio and/or audiovisual content - the Cli-

ent's jingle must be indicated as an included work during registration. The Contractor will receive the necessary information for this from the Client.

(7) In the case of designing and/or operating websites/portal pages for the Client, the Contractor undertakes to activate each individual module, including third-party content embedded (also through linking, framing, embedding, etc.), only after approval (recognition) by the Client. Upon the first request of the Client, the Contractor must immediately remove the content designated by the Client (produced by the Contractor or the Client or third-party content) from the portal pages without the Client having to provide reasons for the deletion request.

(8) The Contractor undertakes to comply with applicable laws and the terms of use of the respective social media platform when creating and publishing social media postings. Subject to different event-specific agreements, the Contractor undertakes to publish social media postings only after approval (recognition) by the Client. Upon the first request of the Client, the Contractor must immediately delete or have deleted the postings designated by the Client on the relevant social media platform without the Client having to provide reasons for the deletion request. If third parties, including state institutions, assert claims or legal violations based on a breach of the above obligations, the Contractor shall indemnify the Client against these third-party claims in accordance with clause 14.

13. Legality of Services

(1) The Contractor undertakes to comply with all legal provisions regarding the legality of the contractual services and Work Results and guarantees the Client accordingly.
Furthermore, the Contractor is responsible for ensuring that the provision of services/Work Results does not result in any health and/or safety issues and guarantees the Client accordingly.

(2) If the Contractor refers/links to content outside the Client's control (through hyperlinks, framing, embedding, etc.) with the Work Results delivered to the Client, the requirements of this clause 13 also apply to such content. The Contractor undertakes to ensure through its own comprehensive checks of the content that these requirements are met.

In the case of designing and/or operating websites/portal pages/social media channels for the Client, the Contractor undertakes to comply with the applicable legal requirements (in particular, the imprint obligation, data protection declaration obligation).

(3) Legality is to be determined according to German law. If there are indications that the services/Work Results (especially due to the language) or the area for which the services/Work Results are contractually intended (especially if intended for other countries) are also subject to the provisions of another legal system or several other legal systems, the legality is also determined according to these other legal systems.

(4) The Contractor will not offer, deliver, provide access to, or advertise content that violates the provisions of the Criminal Code, the Youth Protection Act, the Interstate Treaty on the Protection of Minors in the Media (JMStV), particularly § 4 para. 1 JMStV (absolutely prohibited content), or the Narcotics Act, the Gambling State Treaty, the Medicines Act, or the Weapons Act. Furthermore, the Contractor will not deliver services/Work Results that are included in the list according to § 18 of the Youth Protection Act (JuSchG) or that are entirely or essentially identical or comparable to a work included in this list. The Contractor will explicitly inform the Client of distribution restrictions regarding the content according to § 4 para. 2 JMStV (relatively prohibited content) or § 5 para. 1 and 2 JMStV (development-impairing content) during the provision of services.

(5) The Contractor undertakes to comply with the required youth protection labeling obligations according to JuSchG and JMStV regarding the Work Results, where applicable.

(6) Subject to different event-specific agreements, the Contractor undertakes to ensure that the Work Results do not contain any third-party advertising or sponsorship shares unless this is excluded by the nature of the matter (e.g., in YouTube videos).

14. Indemnification

(1) The parties must promptly inform each other of any claims made or threatened concerning the event and third-party rights and/or promptly inform the other party if they become aware of claims or alleged violations of third-party rights in connection with the services/Work Results. Third parties within the meaning of this clause 14 may also include the Contractor's Group Companies.

(2) The Contractor shall fully indemnify the Client against all claims, costs (including legal costs), liabilities, losses, demands, damages, and expenses asserted against the Client by third parties, including contributors, other natural and legal persons involved in the event, including employees of the Contractor and the Client, as well as employees of Subcontractors and visitors to the event, due to the Contractor's services.

(3) Furthermore, the Contractor shall fully indemnify the Client against all lawsuits, claims, costs, liabilities, losses, demands, damages, and expenses arising from the infringement or alleged infringement of third-party rights and/or the lack of legality (especially in the case of alleged violations of criminal and administrative regulations, intellectual and industrial property rights, rights to one's own image, personal rights, rights to an established or exercised business operation, or data protection or competition law provisions) of contractual services and Work Results. If an author or the holder of a related right asserts claims under § 32a para. 2 UrhG, the Contractor shall also indemnify the Client against such claims in accordance with this clause 14 (2).

(4) The indemnification obligations under clause 14 (2) also apply if third parties assert other claims against the Client based on data protection regulations, particularly for information, correction, deletion, or blocking of personal data.

(5) In addition to these obligations, the Contractor may, at its own discretion and expense, either:
   (a) modify or replace the services/Work Results so that the infringement or alleged infringement of third-party rights or the illegality is avoided, while the services/Work Results still fully comply with the contractually agreed requirements; or
   (b) obtain the right for the Client to (continue to) use the services/Work Results in accordance with the contractual agreement.

(6) The Contractor shall comprehensively support the Client in defending against claims as part of the indemnification under this clause 14, particularly by promptly providing or issuing all necessary information, authorizations, and declarations.

(7) The Client is entitled to assume the legal defense against asserted or threatened claims by third parties at its discretion, regardless of against whom they are asserted or threatened. If the claims are directed against the Contractor and the Client exercises the aforementioned right, the Client shall inform the Contractor about the defense to a reasonable extent and adequately consider the Contractor's interests in the defense. The choice of legal representatives in such case is in the Client’s sole discretion, unless the intended legal representative is unreasonable for the Contractor. In such case all judicial and extrajudicial submissions must be approved in advance by the Contractor.

(8) The indemnification shall not apply if the Client makes acknowledgments, concessions, or similar declarations to the third party without the prior written consent of the Contractor.

(9) Other statutory liabilities remain unaffected by this clause 14. Any liability limitations do not apply to this clause. Any claims under this clause shall expire no earlier than two years after the Client becomes aware of them, with the statutory provisions on suspension (§§ 203 ff. BGB – German Civil Code) applying.

15. Recognition of Performance, Acceptance, Retention of Work Results

(1) The explicit recognition of the contractual services or partial services shall be made by the Client when the Contractor has provided its services in accordance with the service description.

(2) If specific results are to be provided, the acceptance of the services shall only occur if the submitted services/Work Results meet the agreed requirements.

(3) Minor defects shall be rectified immediately without delay, provided that no new services is required.

(4) In the event of refusal of acceptance, the Contractor shall promptly, at the latest within a reasonable period to be determined by the Client, rectify or complete the outstanding services.

(5) With regard to deliverables that are services (Dienstleistung), the Client is expressly entitled, in the event of poor performance, to demand renewed fulfillment by the Contractor within a reasonable grace period set by the Client and to reduce the remuneration payable for these services accordingly if the renewed fulfillment is delayed or not performed in accordance with the contract after the set grace period. Other statutory and contractual rights of the Client remain unaffected.

(6) All – including digitized – Work Results and documents (e.g., final drawings, film copies, tapes, photos, negatives, data carriers, files, website content, furniture, exhibits, other constructions, etc.) that are created in the execution of the Order become the property of the Client after full payment of the agreed remuneration. The Contractor is obliged to store and hand over all relevant data in a structured form (from motifs to the finished Work Results, e.g., advertising campaigns such as TV spots, radio, online media, prints, etc.) on the platform www.brand-dialog.telekom.com or a platform designated by the Client at a time specified by the Client, and to designate a central contact person who is responsible and reachable at all times during regular business hours to maintain clarity and data quality. The Contractor will store the Work Results and documents that have become the property of the Client, especially those for which the parties have not agreed on archiving with the Client, for an unlimited period. The retention is covered by the agreed remuneration. The Contractor is entitled, after three (3) years from the acceptance of the service, to make further storage dependent on the agreement of a fee. The release of documents, including all copies and reproductions, takes place at the request of the Client, as far as possible in electronically readable form on data carriers. In the event that the Contractor stores the Work Results on a domain not owned by the Client, the Contractor will create a data extraction and, if requested, hand it over to the Client in digital form on data carriers even before the end of the contract. Reproductions of documents in electronic media and on data carriers that cannot be handed over must be deleted or made permanently unusable by the Contractor. The data extraction, release, and deletion are covered by the agreed remuneration. The Contractor has no right of retention on the property of the Client and the data carriers, regardless of the legal basis. Mandatory statutory retention obligations of the Contractor (e.g., according to HGB) remain unaffected.

(7) At the request of the Client, the Contractor will also agree with the respective company on the storage of props and prototypes procured by or for the Client. Any costs for storage will be clarified by mutual agreement.

16. Liability for Defects

(1) The Contractor guarantees that

(a) the contractual services meet the requirements and are suitable for the intended purpose of the respective Order or, if there is no intended purpose, for their usual use,

(b) the contractual services, including the media on which the respective contractual services and any Work Results are delivered, are free from defects, and

(c) the contractual services are provided with professional care and based on the then current state of the art and comply with the relevant legal and contractual requirements and agreed guidelines.

(2) The Contractor is particularly obliged to bear all costs and expenses arising in connection with defects and their elimination. Further statutory claims of the Client remain unaffected.

(3) If the Client has unsuccessfully set a reasonable deadline for supplementary performance for the Contractor or if the supplementary performance has finally failed, the Client is entitled, without prejudice to any other statutory and/or contractual rights, to

(a) withdraw from or terminate the affected Order in accordance with the legal provisions, and to claim damages instead of performance; or

(b) reduce the remuneration in proportion to the defective part of the contractual services and claim damages to the extent that the damage is not covered by the reduction.

(4) With regard to such contractual services that are services, the Client is expressly entitled to demand the renewed fulfillment of the Contractor's obligations within a reasonable grace period set by the Client and to reduce the remuneration payable for these services accordingly if the renewed fulfillment is delayed or not performed in accordance with the contract after the set grace period.
Other contractual and statutory rights of the Client remain unaffected.

(5) Any claims of the Client, particularly from warranty or defect liability, expire two (2) years after the entitled party has gained positive knowledge of the respective claim, whereby the statutory provisions on suspension (§§ 203 ff. BGB – German Civil Code) apply.

(6) The limitation period for material and legal defects is extended by the time during which the defective service cannot be used as intended.

(7) The provisions regulated in clause 14 regarding claims and rights of third parties and indemnification remain unaffected by the provisions of this clause.

17. Ownership of Telekom Data, Data Access, and Telekom IPR

(1) All data and information transferred by the Client into the Contractor's systems or generated by the Contractor as a result of a data processing operation or otherwise stored in the Contractor's systems in the course of service provision (hereinafter referred to as 'Telekom Data') are and remain at all times the sole property of the Client, the Group Companies, or customers and are to be treated as Confidential Information within the meaning of the contract. The Contractor may use the Telekom Data exclusively for the purpose of fulfilling its obligations under this framework agreement and the associated Orders and may not assert any ownership claims or other rights to the Telekom Data. The Contractor undertakes to take appropriate technical and organizational measures to securely

store all Telekom Data and protect it from loss as well as unauthorized alteration, disclosure, or access by unauthorized persons.

(2) Upon request, the Contractor must provide the Client with the Telekom data at any time during and at the end of the contract term in a generally accepted, machine-readable, unencrypted file format (e.g., XML), including the documentation of the data format, via a secure communication channel or secure data carrier free of charge. After providing the data at the end of the contract term and upon written confirmation by the Client, the Contractor must securely and permanently destroy all Telekom data. Further details can be agreed upon by the parties in an annex or Order.

(3) Any industrial property rights related to all materials, tools, modules, drawings, models, specifications, software, and other information or data provided or otherwise made available to the Contractor by DTAG and/or its group companies (hereinafter referred to as 'Telekom Industrial Property Rights') are and remain at all times the sole property of DTAG and/or its Group Companies. The Contractor must handle the associated items carefully, keep them in good condition, and store them securely until they are returned to DTAG and/or its Group Companies. The Contractor agrees to use Telekom Industrial Property Rights only in accordance with the written instructions of DTAG and/or its Group Companies and to use or disclose them exclusively in line with these instructions.

(4) Any Work Results and derived works of the Contractor based on Telekom Industrial Property Rights are the property of DTAG and/or its group companies. Consequently, only DTAG and/or its group companies are entitled to assert and protect industrial property rights to these Work Results and derived works. The Contractor is obliged to support DTAG and/or its group companies in these procedures.

(5) In the event of a disagreement as to whether any Work Results and/or derived works are based on Telekom Industrial Property Rights, both parties are obliged to grant the other party an unrestricted right of use within the normal course of business until the disagreement is finally resolved. If the Contractor is determined to be the owner of these Work Results and/or derived works after the resolution of the disagreement, he is obliged to offer DTAG and/or its group companies a non-exclusive, unlimited in time and space, irrevocable, transferable, and sublicensable right of use to group companies under fair, reasonable, and non-discriminatory (FRAND) terms.

(6) Notwithstanding the foregoing, any rights granted to the Client under clause 15 remain unaffected.

18. Confidentiality, Data Protection, Protection of Professional Secrets

(1) All information disclosed by either party in the context of this contract, any project contracts, Orders, tenders, or other related discussions/writings, whether written or in another tangible form, or whether oral or visual, and regardless of whether it is marked or identified as 'confidential' or not, is considered confidential and copyrighted ('Confidential Information'), unless it is expressly designated as non-confidential at the time of disclosure or is obviously non-confidential by its nature, such as:

   (a) Information that was already known to the recipient before it was communicated by the disclosing party without an obligation of confidentiality;
   (b) Information that was already known to the public at the time of disclosure or became known to the public after disclosure without resulting from a breach of a confidentiality obligation by the recipient or a third party;
   (c) Information that a party received in good faith from a third party who is not under an obligation of confidentiality to the disclosing party concerning the relevant information.

(2) The recipient is entitled to use, allow the use of, and disclose non-confidential information without restriction, provided that the provisions contained in this section are not construed as granting the recipient a license or other rights to intellectual property. If only part of the information falls under at least one of the aforementioned exceptions, the remaining information remains subject to confidentiality obligations. This confidentiality obligation does not apply within the Deutsche Telekom Group.

(3) If the disclosure of Confidential Information is required by a regulation, court, law, state, authority, or political subdivision with appropriate jurisdiction, the receiving party must (a) inform the disclosing party as far as legally possible and as soon as it becomes aware that such disclosure is required, and (b) give the disclosing party the opportunity to review and agree to the necessity of such disclosure or to take legal action to prevent the disclosure. However, the disclosure of Confidential Information to a demanding authority as described above does not constitute a breach of the confidentiality obligation under this agreement. Furthermore, the disclosing party is in no way responsible for the use of the Confidential Information by the demanding authority as described above.

(4) The recipient is not permitted to disclose the Confidential Information to third parties without the prior written consent of the disclosing party, and is obligated to safeguard the Confidential Information under conditions no less stringent than those applied to its own Confidential Information of similar sensitivity; furthermore, the recipient is in any case obligated to take reasonable precautions for its secure storage. The recipient must ensure that third parties cannot access this information without authorization. Affiliates within the meaning of §§ 15 ff. German Stock Corporation Act (AktG)(hereinafter referred to as 'Affiliates') are not considered third parties in this regard but are still obligated to confidentiality as agreed herein. The parties are entitled to disclose the Confidential Information to their employees, representatives, Contractors, consultants, and the Affiliates of the Contractor to the extent necessary to fulfill the contract and if the party disclosing the Confidential Information has entered into a contract with the aforementioned persons that contains the same confidentiality provisions as those contained in this contract, and if they can provide evidence of this upon request by the other party. Group companies are not considered third parties in this regard but are still obligated to maintain confidentiality as per this contract. The party disclosing the Confidential Information as described above is liable to the other party for any breaches of the confidentiality obligations by the aforementioned persons, including group companies and Affiliates.

(5) Publications by the Contractor or the affiliates of the Contractor in relation to or in connection with contractual items require the written consent of DTAG or the Client.

(6) The Contractor is also responsible for complying with the aforementioned confidentiality obligations if the Contractor becomes aware of security flaws or risks on the premises of DTAG or its Group Companies; in this case, the Contractor is obligated to immediately inform DTAG or its Group Companies.

(7) The recipient assures that any written or otherwise recorded Confidential Information received from the other party, including any copies, will be returned to the other party upon termination of the contract or earlier upon written request by the disclosing party, or will be destroyed or deleted. The party requesting that all written information be returned, destroyed, or deleted must be provided with confirmation that all such information has been returned, destroyed, or deleted. However, the parties acknowledge that the recipient may copy the Confidential Information as part of its archiving and backup procedures.

(8) Notwithstanding the foregoing provisions, DTAG and/or its group companies are entitled to provide the specifications (including the Confidential Information contained in this contract) to third parties commissioned by DTAG and/or group companies to realize, manufacture, or provide products and

services based on this information or to use them in connection with the contractual services that rely on such information. Furthermore, DTAG and its group companies are entitled to disclose selected provisions of the contract to third parties, as long as the identity of the Contractor is not disclosed.

(9) This obligation remains in effect for a period of five (5) years after the termination or expiration of the contract.

(10) The Contractor commits to maintaining telecommunications secrecy, data protection regulations, and especially the protection of personal data. In the event that the Contractor processes personal data on behalf of the Client, the Contractor agrees to enter into a data processing agreement with the Client according to the Client's current template.

(11) In the event that the Contractor provides services to the Client for so-called professional secrecy holders, the Contractor must comply with the 'Obligation to Maintain Confidentiality under § 203 StGB' (see: www.telekom.com/de/konzern/einkauf).

(12) The Contractor is responsible for obligating all persons involved in the provision of services in writing accordingly.

(13) The naming of the Client as a reference and publications about the subject matter of the contract require the prior express and written consent of the Client. Any granted consent is valid until revoked. The Client may revoke consent at any time without notice and without providing reasons. The consent to name the Client as a reference does not include the use of the Client's trademarks. The use of trademarks requires a separate agreement between the parties.

(14) The Contractor commits to explicitly informing the employees, agents, and Subcontractors it employs that the Client may collect and process the following personal data about them to ensure compliance with legal regulations and its legitimate business interests: salutation, name, first name, date of birth, street, postal code, city, country. For employees, agents, and Subcontractors who require a work permit or residence title under applicable German and European law to take up employment in Germany, the following additional information may be collected: validity period of the work permit and/or residence title, restriction of weekly working hours according to the work permit, restriction of deployment location according to the work permit, restriction of activity/function according to the work permit.

(15) The aforementioned obligations also apply beyond the term of the contract.

19. Termination, Withdrawal

(1) The Client has the right to terminate the contract at any time without providing reasons with a notice period of 14 days, in whole or in part. Termination particularly occurs if the Client concludes that the contractual service or Work Result cannot or will not be achieved on time.

(2) The contractual services and Work Result achieved up to the termination must be documented and handed over to the Client with all documents.

(3) In the event of termination or withdrawal for reasons not attributable to the Contractor, the remuneration will be calculated based on the proportion of the result achieved up to the termination to the intended final result, but at most according to the scope of the services actually provided, documented, and usable for the Client up to the time of termination.

(4) The right to extraordinary termination remains unaffected.

(5) Each party is particularly entitled to extraordinary termination or withdrawal from the contract if
   (a) insolvency proceedings are applied for over the assets of the other party,
   (b) the other contracting party ceases its payments not just temporarily,
   (c) the other contracting party ceases its business operations or the part of its business operations that relates to the contractual services, or
   (d) an event occurs at the location of the affected party that is roughly equivalent to the aforementioned cases under the applicable legal system.
   The Client is also entitled to extraordinary termination if the Contractor (and/or its Subcontractors) does not meet the requirements of the Minimum Wage Act.

(6) If services are to be continued or completed by a third party at the request of the Client, the Contractor must support the Client in such a way (e.g., through a migration plan) that no avoidable disadvantages/damages arise for the Client.

(7) Upon termination of the contract, regardless of the legal reason, the Contractor is no longer entitled to use the documents, information, access data, and intellectual property rights, especially software codes, provided to him in the course of fulfilling the contract. Notwithstanding the obligations in clause 15 (6), the Contractor must destroy or delete the documents, information, and access data at the Client's request. The Contractor must inform the Client no later than 14 working days before the termination of the contract about the intellectual or industrial property rights and marketable legal positions in his possession or use. These must be handed over to the Client upon request. The Contractor is also obliged to cooperate in the handover by making declarations to third parties.

20. Representation

(1) The Contractor is obliged to safeguard the rights and interests of the Client within the scope of the services to be provided by him. However, the Contractor is not authorized to legally represent the Client to third parties or to hold itself out as its agent. The Contractor undertakes to cooperate with other work or service Contractors involved by the Client and ensures that these work or service Contractors receive all necessary information, data, and templates from him completely and in a timely manner.

(2) The Contractor indemnifies the Client from all claims that may arise from contractual breaches based on the principles of apparent authority.

21. Fulfillment of the contract by third parties / Use of Artificial Intelligence (“AI”)

(1) The Contractor may use Subcontractors at its discretion.

(2) Subject to existing business requirements, the parties may, within a reasonable period of time after the entry into force of this Agreement, define categories of Subcontractors for which the Contractor shall notify the Client on a case-by-case basis.

(3) If the Client notifies the Contractor within a reasonable period of time after receipt of the notification that it has reasonable doubts about the involvement of a particular Subcontractor, the Client and the Contractor will discuss the matter amicably and seek a mutually acceptable solution with regard to that Subcontractor. The same applies to the change of a Subcontractor to whom the above-mentioned notification obligation applies, or if problems arise with a particular Subcontractor in the further course of the business relationship between the Client and the Contractor.

(4) In addition, and at the legitimate request of the Client (e.g. in connection with an investigation or complaint under the German Supply Chain Act or a comparable EU or local regulation), the Contractor shall inform the Client in writing without undue delay, but no later than within two working days, whether certain companies are involved as Subcontractors in the provision of the contractual services, and provide adequate information about the Subcontractor's role in the contractor's supply chain. This is not limited to first-level Subcontractors. Clause 4 (2) remains unaffected.

(5) In the event that specific information about the Contractor's supply chain or Subcontractors is required in the context of a public tender, the Contractor will provide the requested information in a timely manner.

(6) The Contractor ensures that all subcontracts awarded within the scope of the respective Order are designed in such a way that the Contractor can fully meet his obligations to the Client.

(7) Regardless of which natural or legal person actually provides the contractually owed services, the Contractor is always the responsible contracting party in relation to the Client. An Order does not establish an employment contract between the Client and any person employed by the Contractor or a Subcontractor. The Contractor and his Subcontractors are responsible for all employer obligations imposed on them by public regulations or by an authority due to the execution of an Order and with regard to the Contractor's taxable income. Furthermore, the Client is not liable for the payment of, among other things, salaries, travel expense reimbursements, personal taxes, social security contributions, and insurance premiums in relation to employees or consultants of the Contractor or his Subcontractors. The Contractor indemnifies the Client from any liability and holds him harmless in relation to actions or omissions that violate this obligation.

(8) The Contractor ensures that he concludes good conduct agreements with Subcontractors, especially with performers in the media environment, which oblige the Subcontractor not to make any negative statements in any form about the Client and its group companies as well as their products/services during and for five years after the term of the respective Order and to avoid any behavior during the aforementioned period that could result in the Subcontractor's own image being damaged in public. This good conduct obligation also applies to the Contractor.

(9) The Contractor's liability is neither affected by the subcontracting nor by the information about the design of the subcontracting relationship nor by the Client's consent to it.

(10) If the Contractor uses AI within the scope of the contractual services and this use goes beyond merely supportive use of AI, this requires prior written approval (email is sufficient) from the Client.

22. Prohibitions on Use

(1) The Client expressly points out to the Contractor that civil servant pensioners who have left the Deutsche Telekom Group through an early retirement scheme are strictly prohibited from further employment with the Deutsche Telekom Group, whether directly or indirectly. This generally also applies to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, provided they have received severance pay in connection with the termination of the employment relationship. Unless a corresponding exception has already been approved in writing by the Client's procurement department for the specific individual case, there is also a general prohibition on the use of current employees of the Deutsche Telekom Group.

(2) Against this background, the Contractor undertakes to ensure that none of the civil servant pensioners or personnel mentioned in paragraph (1) are employed as salaried employees, temporary workers, subcontracted work or service providers, or in any other way in the provision of services for the Client, and that none of the former employees mentioned in paragraph (1) are employed as subcontracted work or service providers or loaned as temporary workers to units of the Deutsche Telekom Group.

(3) In the event of a violation of the provisions of this clause 22, the Client is entitled to terminate the contractual relationship extraordinarily. In addition, the Client expressly reserves the right to assert claims for damages in this regard.

23. Invoice, Payment Terms, Taxes

(1) Invoicing takes place after the complete provision of services, unless the parties have expressly agreed otherwise. If an advance payment is exceptionally agreed in the Order, the Contractor must provide a self-debtor bank guarantee or, by arrangement, another security at the request of the Client and at Contractor’s own expense.

(2) Invoices are to be sent exclusively to the billing 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 up-front and partial invoices are not permitted. 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 of the service and the proof of performance. 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 Client 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 Client does not make use of the aforementioned provison, it shall not be responsible for any delay in payment. The invoice with the address given in the Order shall not be issued before the day on which the service is rendered in accordance with the agreement.

(4) Changes and additions to the contractually owed scope of services will only be compensated if a written change to the Order from the Client exists before the execution of this service. An accepted cost estimate is not sufficient for this.

(5) The agreed prices are net prices. Value-added taxes may be added at the legally prescribed rate. The Contractor must invoice its services with a proper invoice in accordance with § 14, 14a UStG (Art. 226, 226a VAT Directive).

(6) Payment of the invoice will not be made before the service is fulfilled. The payment period is 30 days net. The payment period begins on the first day after receipt of a verifiable invoice that meets the requirements of this clause, but not before the service is fulfilled/accepted. An early-payment 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 invoice amount by the Client does not constitute recognition of the Contractor's service as contractually compliant.

(8) If the credit procedure is agreed, the following applies in deviation from or in addition to the provisions of this clause:

The Client makes payments without the Contractor submitting invoices. The payment period begins with the completion of data entry by the Client, at the latest three working days after the delivery note/performance proof is presented, but not before the service is fulfilled/accepted.

The billing of the service is based on the delivery note/performance proof. The Contractor receives a credit note from the Client as proof of the services recorded by the Client in the IT system monthly, on the third working day of the following month, in accordance with § 14 para. 2, sentence 2 UStG (Art. 220, 2nd alternative VAT Directive). The credit note lists the services by type and quantity, including net prices, value-added tax, and the total amount for each delivery note/performance proof.

(9) In the case of services provided by foreign Contractors that are subject to value-added tax in Germany, the tax liability is transferred to the Client (§ 13b Value Added Tax Act, Art. 196 in conjunction with Art. 44 VAT Directive). The Contractor

must not state German value-added tax on invoices for these services. If the Contractor brings items from a third country to Germany in the course of providing the aforementioned services and import value-added taxes arise in this context, these are borne by the Contractor.

(10) The Client does not bear any income tax, corporate tax, or comparable taxes of the Contractor that are related to the conclusion and execution of this contract. If withholding taxes should arise under German or other income or corporate tax laws, the Client is entitled to withhold the legally prescribed minimum tax burden from the agreed payments. If, in such a case, withholding taxes can be wholly or partially reduced due to a double taxation agreement, the Contractor will present any necessary documents or official certificates required by the applicable laws (in particular, but not exclusively, a valid exemption certificate) to the Client so that the Client can refrain from withholding taxes in accordance with legal regulations. If the necessary documents or certificates are not available at the time of payment, the Client is entitled to make the legally required tax deduction on behalf of the Contractor and remit the amount to the tax authorities. In this case, the Contractor will receive a tax certificate for the withheld and remitted amount.

24. Assignment of Claims

(1) The Contractor’s claims against the Client may be assigned only with the Client’s prior written consent. If the business is a commercial transaction for both parties, § 354a HGB applies.

(2) The Client is entitled to transfer the rights and obligations from the contract in whole or in part to any group company. No consent from the Contractor is required for this.

25. Offset

(1) The Contractor has no rights of retention insofar as they are based on counterclaims arising out of other legal transactions with the Client.The Contractor has no right of retention regarding his contractual obligations or in relation to property, data, or rights that belong to the Client or its Group Companies.

(2) The Contractor can only set off claims that are undisputed or have been legally established.

26. Foreign Trade Provisions

(1) The Contractor undertakes to independently obtain all export-related permits necessary for cross-border provision of services at his own expense and to comply with all relevant laws and regulations.

(2) Insofar as the Contractor has obtained the services wholly or partially from third parties, he guarantees that they have been sourced from secure sources that have been exported, imported, or provided in compliance with export and other relevant legal regulations of the manufacturing/dispatching country. (3) In the event of a violation of applicable foreign trade regulations by the Contractor, the Contractor shall indemnify and hold DTAG or the Client harmless from all fines, orders, and related costs.

27. Final Provisions

(1) The place of performance is the destination specified by the Client for the service.

(2) The law of the Federal Republic of Germany applies, excluding the UN Sales Convention and the norms that refer to other legal systems.

(3) For all copyright disputes, design disputes, and trademark disputes, the Regional Court of Cologne has exclusive jurisdiction. For all other disputes - including any dispute as to the validity of the contract - Bonn is the exclusive place of jurisdiction. This does not apply to dunning procedures.

(4) If the English or American legal meaning of the provisions of the Agreement differs from the German legal meaning of the provisions of the Agreement, the German legal meaning shall prevail. Any reference to “statutory rights” or “statutory provisions” or “the law” or similar wording shall be deemed to be a reference to the governing law, unless otherwise stated in the respective Section.

(5) If individual provisions of this Agreement or an Order are or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In such case, the Parties undertake to replace the invalid or unenforceable provision by a valid and enforceable provision coming as close as possible to the economic purpose and intent of the invalid or unenforceable provision. The same shall apply in case of an unforeseen gap in the Agreement or an Order.