

# General Terms and Conditions of Business (GTC)

**governing 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 relating to the themes of Land, Living, Food and Mindfulness and is continuously expanding its business fields in both the print and digital formats.
- II. The Contractor is a freelance creator (text, image, illustration, styling, etc.) within the sense of copyright law.
- III. The Client is interested in expanding the good partnership with its freelance creatives. A partnership of this nature requires a balance that, on the one hand, allows the Client an appropriate use of the contributions provided and, on the other hand, ensures transparency and fair financial remuneration for the authors. This requires certain conditions that are to be laid down here.

## Section 1 Scope of application

- 1) The GTC apply to contracts between the Client and the Contractor (Creator) for the production of any of the latter's works, in particular texts, photos, videos, audio recordings, illustrations, cartoons and other contributions ("Contributions").
- 2) Any deviating or conflicting terms and conditions of the Contractor do not apply, even if objection to the Contractor's terms and conditions is not expressly raised in any specific case.
- 3) The GTC will be deemed accepted concurrently with the acceptance of the engagement.

## Section 2 Description of service and single engagement

- 1) The Client will define the service to be provided by the Contractor (Creator) in each case in a single engagement and will describe it in general terms, including in particular the subject and the desired impression of the specific Contribution. The time of delivery of the Contribution and the remuneration will be specified in the single engagement. The single engagement will be issued in writing by email.
- 2) The Contractor is responsible for the complete production of the specific Contribution. The exact scope of the engagement will be specified in writing.
- 3) Unless otherwise agreed, the Contractor will transfer the Contributions to the Client at his/her own expense and risk.
- 4) The deadlines specified in the single engagements are fixed. An extension of the agreed deadline for the Contribution is subject to the Client's prior consent in text form.
- 5) The Contractor will provide to the Client detailed and correct image information for any and all delivered photographs/images, e.g. subject, place and date of shooting, as well as the names of depicted persons, including professional and functional designations, and detailed descriptions for objects, and marks them with their copyright notice, after consultation with the Client.

- 6) Until the Contribution is published, the Contractor agrees not to disclose to any third party the subject for which he is commissioned, unless it is necessary for the execution of the order. The Contractor undertakes not to work for other media companies on trips paid by the Client or during the execution of the order without prior approval of the Client and to offer all additional recordings made (including any photo, video, or audio recordings) exclusively to the Client. The Contractor shall promptly notify the Client if he is offered or promised financial or other benefits by third parties in connection with the order.

### **Section 3 Rights of use**

- 1) Upon delivery of the respective Contribution, the Contractor grants the Client the unrestricted, transferable right to use copyrights and related protective rights within the meaning of the German Copyright Act from the time of legal emergence. The granting of rights includes, in particular, the authority to use the rights for all journalistic purposes in all printed and digital forms of use in all languages, both domestically and abroad.

It includes, for example, the repeated use of the Contributions without limitation, in whole or in part, in current and future publications and media, whatever their form, in the print and digital sectors, including any and every reproduction, public dissemination and access authorisation. It also includes maintaining the Contributions in databases for research and download, archiving of the Contributions and their use in press reviews. It also includes the right to digitise and electronically store the Contributions. The granting of rights also covers types of use unknown at the time of the engagement and their sublicensing and translation into other languages. The Client may also use the Contributions for self-promotion and public relations.

- 2) The Client is not obliged to use the transferred rights. The above provision is without prejudice to section 41 UrhG.
- 3) The client is entitled to use the works in any form and for all purposes, including, but not limited to, training purposes, research, development, and commercial applications in AI systems, deep learning models, and other automated image generation, analysis, or processing systems. This usage also includes the ability to use these contents 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 new content based on the work, which is created fully or partially using AI technologies, including the use and creation of modifications, extensions, or entirely new AI-generated contents. Any processing, alteration, or modification of the content within the scope of this usage is also permitted, while respecting the moral rights of the creator.
- 4) The Client has the right to edit the Contractor's Contributions, in whole or in part, while preserving his/her moral rights and to combine and use them with other works or other material. In particular, it may render any depicted persons unrecognisable due to potential infringement on personal rights or redact other editorially necessary modifications.
- 5) The rights of use are granted exclusively to the publisher for an exclusivity period; upon the lapse of the period, the rights become non-exclusive. The exclusivity period ends after 36 months. In any case, the publisher retains the simple (non-exclusive) rights of use to the same extent as previously granted after the exclusivity period expires.

#### **Section 4 Liability**

- 1) The Contractor warrants that he/she may dispose of the transferred rights and has not previously disposed them elsewhere. Rights transferred by the Contractor through collecting society agreements remain unaffected.
- 2) The Contractor guarantees that the Contributions he/she provides do not infringe on any third-party rights, in particular copyright, usage, design, trademark or other commercial rights, and on any personal rights. Above all, he/she shall, when photographing persons, obtain any consent required for the photographs and their publication; if and when minors are photographed, the consent of the minors must also be obtained when possible as well as the consent of the legal guardians.
- 3) The creator hereby confirms that the work was created solely by themselves without the involvement of AI or other automated systems. Any forms of editing, creation, or generation through AI technologies or other automated processes were not part of the creation of the work.
- 4) Der Auftragnehmer versichert, dass er Bild- und Videoaufnahmen nach Belichtung nicht manipuliert oder in sonstiger Weise unlauter verändert hat; das erfasst nicht mit dem Auftraggeber ausdrücklich abgesprochene Bildbearbeitungen.
- 5) Der Auftragnehmer verpflichtet sich, den Auftraggeber von einer Inanspruchnahme auf erstes Anfordern vollumfänglich freizustellen; das gilt auch hinsichtlich etwaiger Rechtsverteidigungs- und Prozesskosten.

#### **Section 5 Remuneration**

- 1) The Contractor bears any and all costs for the performance of his/her freelance activities, for technical devices, computers, software and other work equipment.
- 2) Expenses will be reimbursed against verifying documentation solely by prior agreement; this provision is without prejudice to statutory claims for reimbursement of expenses.
- 3) Insofar as the Client provides the Contractor with specific items (for example, for use as decoration), they shall be used for the production and subsequently returned to the Client at the Client's expense unless the Client expressly requests that the Contractor leave the items in the prop until they are returned.

#### **Section 6 Contractor's costs and expenditures**

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## **Section 7 Relationship between Client and Contractor**

- 1) By mutual agreement, the parties intend to work together on a freelance basis; they do not wish to establish an employment relationship or an employment relationship subject to social insurance contributions. Consequently, neither income tax nor social insurance contributions will be withheld from the remuneration and paid to the pertinent authorities. The Contractor is personally responsible for the tax and social insurance obligations resulting from this cooperation.
- 2) The Contractor warrants that he/she is not economically dependent on the Client.
- 3) The Contractor performs his/her services within the structure of his/her own work organisation using his/her own business equipment/material resources. He/she is free to choose to the place and time of the performance of the service unless otherwise required by the nature of the engagement or supplementary agreements of the parties. Any and all contractually agreed performance parameters must be observed. Any and all modifications of the agreed performances are subject to a separate agreement with the Client.
- 4) The Contractor has the right to reject orders offered by the Client without giving reasons for the refusal.
- 5) The Contractor does not have any claims to a certain minimum engagement volume.
- 6) The Contractor is free to engage, at his/her own expense, personally and professionally qualified vicarious agents to provide assistance.
- 7) The Contractor is also free to work for third parties, in particular for other publishers.
- 8) The Contractor is responsible for taxing his/her own fees. He/she will truthfully state whether he/she is liable for VAT. If the Contractor is not subject to payment of income tax on the territory of the Federal Republic of Germany, he/she will notify the Client of this circumstance. In this case, the Client will withhold income tax in accordance with statutory provisions. The withholding and payment of tax may be waived pursuant to a double taxation treaty if and when the Contractor submits a notice of exemption from the competent fiscal authority for his/her work on behalf of the Client. Any such notice must be renewed regularly. Alternatively, depending on the amount of the fee, the simplified control reporting procedure (if applicable, at the appropriate residual tax rate) may apply if and when a double taxation treaty is in effect. Information may be exchanged between the Federal Central Tax Office and the Contractor's local fiscal authority.
- 9) The Contractor must ensure his own payments for health, social, pension, and other insurance as well as accident insurance or other insurances, e.g., for accompanying persons or his equipment.
- 10) The Contractor will notify the Client for each and every calendar year whether the revenues he/she realises with the Client are expected to exceed a share of 60 percent of his/her total revenues. The Contractor warrants that he/she will fulfil without exception any and all obligations on his/her part to pay minimum wages, taxes and social insurance contributions, both for him-/herself and for any and all third parties he/she may engage to perform the services.

## **Section 8 Confidentiality**

- 1) The Contractor covenants to maintain secrecy regarding any and all business and operational secrets of the Client that become known to him/her during the cooperation.
- 2) Insofar as the Contractor obtains access to personal data of the Client, its protagonists or its clients in the course of his/her activities on behalf of the Client, he/she is obligated to strict confidentiality concerning any such data as well. He/she covenants to comply with the pertinent provisions of data protection law, in particular the GDPR and the Federal Data Protection Act [Bundesdatenschutzgesetz; BDSG], and to safeguard confidentiality of telecommunications. Related data and information may be processed or used solely and exclusively for the fulfilment of the contract and solely and exclusively in accordance with the Client's related instructions. Processing or use for any and all other purposes is expressly prohibited. The Contractor will implement technical and organisational measures suitable to ensure protection of any such data and information against unauthorised access. All of the above obligations survive the term of the engagement. The above provisions are without prejudice to any contrary statutory provisions, in particular regarding retention obligations under tax law.

## **Section 9 Final provisions**

- 1) There are no oral subsidiary agreements.
- 2) The receipt of the performance is decisive for the observance of any deadlines unless expressly stipulated otherwise.
- 3) Münster shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this contract.
- 4) Proper law is the law of Germany, precluding application of the UN sales law.
- 5) If and when any of the provisions of the agreement, in whole or in part, are or become invalid, the invalidity is without prejudice to the validity of the remaining provisions. The parties will replace the invalid provision with a lawful provision that comes closest to the sense and purpose of the invalid provision. The above provision applies mutatis mutandis in the event of an omission in the provisions.