

Appendix A 3. Sample Contract

Organisation of a Marketing Programme for German Wine in the United States of America

Award procedure number: DWI 2026-10

Service Provider Framework Agreement United States of America¹

The following Agreement is made between

**Deutsches Weininstitut GmbH
Platz des Weines 2
55294 Bodenheim
Germany**

hereinafter referred to as “DWI” or “Client” and

.....

hereinafter referred to as “Service Provider”:

¹ Once the contract has been awarded, the Client will send the original of this Agreement in duplicate to the Service Provider. It is not necessary for the bidder to submit the Agreement together with the tender!

§ 1 Purpose

The international activities of the DWI to promote the sale of quality wines from the 13 German wine-growing regions are focused on the most important consumer markets in Europe and overseas, including the U.S. of America. In order to gain a market presence by way of this Agreement, the aims include raising the interest of American consumers in German wines and increasing or consolidating sales of German wine products. To establish this market presence the Service Provider shall carry out public relations work and marketing activities on German wines, German wine and sparkling wine producers and related topics relevant to the market.

§ 2 Object of the Agreement and contractual services

- (1) Within the scope of public relations work and marketing activities for which it has been awarded the contract, the Service Provider shall, mainly upon separate order by the DWI, perform the tasks specified in the Tender Specifications for the U.S. of America (Appendix 1). These services will be put forward based on the DWI's general strategy and may vary from year to year depending on budgets defined for the U.S. market.
- (2) The expected order volume for the services to be provided by the Service Provider from the start of the contract to the end of the maximum possible contract term (six years) is EUR 2,580,000 (excluding VAT), with a maximum order volume of EUR 4,128,000 (excluding VAT) being specified. The volume of services requested during the term of the contract shall depend exclusively on the needs of the contracting entity. No minimum volumes shall apply.
- (3) In promoting the sale of quality wines towards third parties (gastronomy, media, retail, importers, trade associations, embassies, ministries, etc.), the Service Provider shall act in the interest of the DWI, but shall have no power of representation.
- (4) The Service Provider shall ensure an appropriate infrastructure for the completion of his contractual obligations. This consists of offices fully equipped with all the common means and channels of modern communication. These include IT equipment, e-mail, internet, telephones, etc. The normal business and availability hours shall be made public and adhered to by the Service Provider.
- (5) Under this Agreement, the Service Provider shall routinely perform the following tasks, in particular, as basic services.
 - a) **General information service and correspondence**
 - (aa) General information service and correspondence particularly regarding exporters, agents, supermarkets, specialist retailers, catering trade, media and consumers

- (bb) Consulting service for German wine and sparkling wine producers for entering or already working on the U.S. market
 - (cc) Expert point of contact for media representatives
 - (dd) Creation and maintenance of a network of important and relevant contacts and multipliers in the U.S. of America in order to perform these responsibilities.
- b) **Retail trade / Catering trade / Importers/ Wine Market**
- (aa) Identifying market potentials, concrete needs and opportunities for cooperation for German wine and sparkling wine producers
 - (bb) Continuous compilation and updating of lists of U.S. wine retailers, agents, distributors, supermarkets, top hotels and selected restaurants (including contact person for wine procurement)
 - (cc) Adaptation of existing promotional material
 - (dd) Distribution and shipment of promotional materials
- c) **Statistics / Market research**
- (aa) Development of an appropriate marketing strategy for the generic marketing in the U.S. of America corresponding to the market situation and in line with the general strategy of DWI
 - (bb) Transmission of statistics/market research
 - (cc) Continuous transmission of statistics in relation to the use of social media (number of followers, etc.)
 - (dd) Quarterly report on activities' progress and media evaluation.
- d) **Other Services**
- (aa) Storage of POS material and banners
 - (bb) Attendance of an annual meeting of all Wines of Germany offices in Germany by the team leader/Head of Campaign (about 4 days)
- e) **Basic Public Relation Services**
- aa) Continuous monitoring of the U.S. media landscape
 - bb) Regular summary of current media clippings (TV, print and internet)
 - cc) Reports on the current situation and changes in politics and the wine sector
 - dd) Creation and distribution of generic press releases related to the DWI or German wine in general

ee) Creation and distribution of basic information publications related to the DWI or German wine in general.

f) Basic Internet and Social Media Services

aa) Website maintenance

Maintenance and development of the existing website available under <https://germanwineusa.com/> within the existing Open Source Typo3 Content Management System (CMS) The website shall be the central point of contact and information and shall be linked to all other social media channels in connection with the campaign. They shall contain all events and press releases as well as information on German wines in the U.S. of America.

bb) Internet and Social Media

Content creation and maintenance of all relevant social media networks (e.g. Instagram, Facebook, video channels, etc.). Social media channels must be updated at least once a week with unique content containing added value.

Existing social media accounts are:

Facebook: GermanWineUSA

Instagram: GermanWineUSA

(6) The Service Provider against separate order by the DWI also undertakes the following tasks as additional activities:

a) Media relations / trips to Germany

Invitations, travel arrangements and possible accompanying of media trips for U.S. media, sommeliers, importers and retailers to the wine-growing regions of Germany.

b) Special Press conferences in relation to current events

Selection of journalists, invitation, preparation of information packs and search for venues, hosting of the conference and provision of support to DWI in discussions with media representatives.

c) Events / Fairs/ Presentations

Organisation of events (including e.g. trade fairs, online events, etc.) for the media, sommeliers, beverage retailers, restaurateurs, consumers etc. upon suggestion by the Service Provider or the Client, including any necessary or useful accompanying measures for the events such as creating and producing advertising materials, organising accompanying seminars etc. The theme, the venue, the type of event and, if necessary, the German wines to be presented at the venue shall be agreed with the Client beforehand. The Service Provider shall undertake the promotion, organisation and management of the event, including the provision of translation services, if necessary.

d) Other marketing activities

By arrangement, the Service Provider undertakes to carry out further marketing activities to be specified by the Client with a view to increasing interest in German wines and/or increasing or consolidating sales of German wine products. The Service Provider also undertakes to carry out, by arrangement, general promotion activities (please refer to, e.g., Regulation (EU) No 1144/2014 of 22.10.14.), which may be co-financed by the European Union and/or other national structural funds. Those general promotion programmes may include marketing activities for other eligible agricultural products, which then will also be marketed by the Service Provider within these promotion programmes.

§ 3 Integral components of the Agreement

- (1) The following provisions and documents shall become integral parts of the Agreement in the following order:
 - a) The terms of this Agreement
 - b) The Tender Specifications for the U.S. of America including bidders' questions and clarification questions (Appendix 1)
 - c) The German Regulation on the Award of Public Contracts for Supplies and Services (except construction services), Part B (VOL/B - General Terms of Contract for the Provision of Services) in the version in force at the time of contract conclusion
 - d) The tender submitted by the Service Provider dated xx.xx.2026 including the concept for achieving sustainable goals and measures
- (2) Any General Terms and Conditions of the Service Provider shall not apply.

§ 4 Contract fulfilment

- (1) The Service Provider is obliged to execute the contract in a professional manner. The Service Provider shall be solely responsible for compliance with the legal obligations incumbent on it, especially those resulting from employment, tax and social legislation.
- (2) The Service Provider shall be solely responsible for the personnel employed for the execution of the contract. The Service Provider undertakes to comply with the ILO core labor standards ratified by the U.S. of America.

The Service Provider shall regulate the employment or service relationships with its personnel engaged for the execution of the contract in such a way that the Client is in no way considered to be the employer of the personnel; the personnel undertakes not to invoke any rights towards the

Client arising from the contractual relationship between the Client and the Service Provider.

- (3) If contract fulfilment is impeded, in part or in full, directly or indirectly, by unforeseen events, acts or omissions, the Service Provider shall notify the Client in writing without delay. The notification must describe the cause and indicate when the described circumstances have occurred. In addition, the Service Provider shall indicate what remedial action was taken in order to comply with its contractual obligations. The Service Provider shall give priority to the elimination of the problem over the clarification of the liability issue.

§ 5 Placing of individual orders

During the term of the present Framework Agreement, the Service Provider may be commissioned to provide the services listed in § 2 (6) of this Agreement as follows:

- (1) Prior to an individual order the DWI is going to place, it shall hold a briefing to specify its intentions and define the requirements and conditions for such individual order. This information should include, in particular:
 - a) a brief description of the services to be provided,
 - b) the period during which the measures are to be performed as well as any other periods and deadlines that are relevant for the execution of the order.
- (2) The Service Provider shall then submit a binding offer in line with the DWI's specifications and definitions. The offer is to be sent in writing to: (*this will be notified in each individual case when such an order is going to be placed*); it shall indicate the price calculated for the individual order based on the hourly rates given in the tender dated xx.xx.2026.
- (3) The Client will review this offer and decide on the planned individual order to be placed. The individual order will be placed in writing. An individual order placed by the Client must be confirmed by the Service Provider in writing and without undue delay.
- (4) The Service Provider shall on its own initiative submit an offer once a year detailing the in its view appropriate activities to further increase sales of German wines in the U.S. of America for the upcoming year. This offer shall be submitted separately from the aforementioned procedure. The DWI will discuss this offer with the Service Provider and will subsequently submit it for approval to the DWI's boards. The commissioning of the Service Provider shall take place in accordance with § 5 (3) sentence 2 and 3.

§ 6 Proof of services rendered

- (1) The Service Provider shall provide proof of the services rendered. This proof shall be in the form of case reports.
- (2) Case reports on the provision of Basic Services shall be created and electronically transmitted to the DWI once per quarter in accordance with § 2 (5).
- (3) Pursuant to § 2 (6), case reports on the provision of Additional Services shall be created and electronically transmitted to the DWI within a month after the completion of the respective measure.
- (4) These case reports submitted by the Service Provider shall include the types of and costs for the respective services as well as the achieved goals, which shall be described in detail. Relevant newspaper articles, publications, pictures, documents, lists of event participants and other related documents shall be attached to the case reports. Third-party services must be listed separately.
- (5) The Service Provider shall additionally document the provided services in a monthly working time sheet if the DWI demands this in writing. This time sheet must be traceable and verifiable by the Client and shall contain the services provided, the name and position of the employee who provided the service and the time spent on the provision of the service. The Service Provider shall create the monthly working time sheets within the month following the written notice by the DWI.

§ 7 Remuneration / Offer of the Service Provider

- (1) The respective remuneration of the Service Provider for individual orders shall be based on the hourly rates in euros given in the tender dated xx.xx.2026 and correspond to the offers that have been approved by the Client pursuant to § 5 of this Agreement. All prices quoted in an offer shall be fixed prices. The fixed prices shall cover all services that are necessary for the proper execution of the individual orders. Travel times and incidental expenses as well as other costs and charges incurred in providing the services shall be included in the fixed price and will not be remunerated in addition. However, this shall not apply to travel costs and third-party costs.
- (2) Third-party costs for services are reimbursed separately by the Client against receipts, provided that they have been incurred in connection with the individual orders placed by the Client pursuant to § 5. These services shall be invoiced in the Service Provider's national currency.
- (3) Travel expenses shall be billed separately against receipts. The costs for the means of transport and necessary overnight stays (including breakfast) shall be reimbursed. Other food-related expenses made during any trip shall not be reimbursed unless they refer to meals that have taken place on

behalf of the Client for business reasons. Accommodation for overnight stays and means of transport shall always be chosen taking account of the principles of economy and efficiency. Consequently, in air travel or other means of public transport, the economy class or 2nd class shall be used, and for accommodation, average middle class hotels shall be chosen. If public transport cannot be used, a distance flat rate of EUR 0,30 (30 cents) per driven kilometre shall be reimbursed. As far as the Service Provider works for several Clients, the travel expenses paid by the DWI shall be calculated on a pro-rata basis.

- (4) The respective remuneration of the Service Provider for its services according to § 2 (5) is an all-inclusive fee per month in euros based on the prices given in the tender dated xx.xx.2026. This fee includes all costs associated with the services pursuant to § 2 (5) and the provisions set out in the tender specifications, with the sole exception of travel expenses for attending an annual meeting of all Wines of Germany offices in Germany.

§ 8 Settlement of accounts

- (1) As a general rule, payment of the remuneration in accordance with § 7 shall be effected within 14 days of invoicing, after completion of the respective activity that has been commissioned. The Service Provider shall invoice the provided services once a month.

- (2) Invoices shall only be sent via email to:

xrechnung@deutscheweine.de

in PDF format. To this end, the DWI will provide the Service Provider with the technical instructions in writing within a month upon conclusion of contract.

- (3) All submitted receipts and invoices must be documented in such a way as to be traceable and verifiable. Third-party services and travel expenses must be shown separately and invoiced separately from fees. When invoicing travel costs pursuant to § 7(3) fifth sentence, the date of travel, the place of departure and the place of arrival, the distance travelled and the reason for the travel must be indicated.
- (4) Invoices have to be in line with local tax laws and regulations.
- (5) Invoices for services provided by the Service Provider shall be issued in euros and correspond to the prices stated in the invitation to tender dated xx.xx.2026. Invoices for external services shall be issued in the national currency of the Service Provider.

§ 9 Bank account

Payments shall be made to the account of the Service Provider as follows:

Name of the bank:

Full account number (including bank codes):

§ 10 Duration of the Agreement

- (1) The term of this Framework Agreement commences on 1 January 2027 and shall expire on 31 December 2027.
- (2) The contract is automatically extended by twelve (12) months (corresponds to contract year 2) unless it is terminated in writing by the contracting entity or the Service Provider with a notice period of at least ninety (90) days as of December 31, 2027. After the end of contract year 2, the contract is automatically extended by a further twelve (12) months (corresponds to contract year 3), unless it is terminated in writing by the contracting entity or the Service Provider with a notice period of at least ninety (90) days to the end of contract year 2. After the end of contract year 3, the contract is automatically extended by a further twelve (12) months (corresponds to contract year 4), unless it is terminated in writing by the contracting entity or the Service Provider with a notice period of at least ninety (90) days to the end of the contract year 3. After the end of contract year 4, the contract is automatically extended by a further twelve (12) months (corresponds to contract year 5), unless it is terminated in writing by the contracting entity or the Service Provider with a notice period of at least ninety (90) days to the end of the contract year 4. After the end of contract year 5, the contract is automatically extended by a further twelve (12) months (corresponds to contract year 6), unless it is terminated in writing by the contracting entity or the Service Provider with a notice period of at least ninety (90) days to the end of the contract year 5.
- (3) Accordingly, the Framework Agreement shall end on 31 December 2032 at the latest or when the specified maximum volume according to § 2 (2) (i.e. EUR 4,128,000 excluding VAT) has been reached, whichever occurs first.
- (4) The right of either party to terminate the contract for good cause shall remain unaffected. The termination for good cause must be in writing. The Client reserves the right to terminate the contract for good cause including but not limited to the case if insolvency or comparable proceedings are opened or instituted against the Service Provider, or if insolvency proceedings are rejected for insufficiency of assets.

§ 11 Third-party services

- (1) When using third-party services, the Service Provider shall obtain quotations taking account of the principles of economy and efficiency. For orders with a value of more than EUR 3,000.00 net, the Service Provider shall obtain at least three quotations. The most economically advantageous third-party offer shall be determined on the basis of cost effectiveness while also taking account of quality aspects. The contract shall be awarded to the offer that is, under consideration of all circumstances, the most economically advantageous. In addition to price, supplementary award criteria shall apply, which may particularly include aspects related to environmental protection, climate protection, energy efficiency, qualitative attributes, or social factors. This means that the award shall not necessarily be granted solely on the basis of price.
- (2) All documents relating to the awarding of contracts for third-party services (service description, overview of invited bidders, quotations, award notices) must be kept for a period of five years from commissioning and handed over to the Client on request for inspection or retention.

§ 12 Duty of confidentiality

- (1) The Service Provider undertakes to treat any information or documents relating to the performance of this Agreement in strict confidence, not to make use of such information in any other way or disclose it to third parties. This obligation also continues after completion of the services.
- (2) The employees and the management of the Service Provider undertake to the Client to maintain confidentiality regarding all information of which they become aware, directly or indirectly, while performing the services, not to pass on to third parties any documents or other information not intended for the public domain, or use any such information for their own benefit or that of third parties, even after completion of the services.

§ 13 Data Privacy

- (1) Insofar as the Service Provider processes personal data in order to provide services, they undertake to comply with the provisions of data protection law and to ensure this compliance by means of technical and organisational measures according to the relevant state of the art. The Service Provider shall actively monitor its activities under this Agreement to determine whether personal data is being processed on behalf of the Client and shall inform the Client in writing if such processing occurs.
- (2) If personal data are collected, processed or used on behalf of the Contracting entity (commissioned data processing), the Service Provider, once the contract has been awarded, undertakes to conclude

a separate agreement on commissioned data processing with the Contracting entity in accordance with Article 28 of the GDPR.

- (3) Upon termination or expiration of the Agreement, if personal data has been processed on behalf of the Client, the Service Provider shall ensure that all such personal data is either deleted or returned to the Client, unless legal obligations to retain data exist.

§ 14 Neutrality

- (1) The Service Provider must ensure that its services for German wine and sparkling wine producers do not lead to preferential treatment of individual companies, regions or associations.
- (2) The Service Provider shall comply with this principle by offering its services and contacts to each enquiring company in the same manner and by not providing exclusive information or entering into exclusive service and consulting contracts.

§ 15 Force majeure

- (1) Should either Party of this Agreement be prevented from performing the contract or from executing an individual order placed pursuant to § 5 due to any cause or event beyond the reasonable control of a Party, including, but not limited to
 - a) fire, storm, flood, strike, epidemics, pandemics
 - b) act of war or terrorism, riot, civil commotion or embargo, or
 - c) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar governmental body

(collectively “Force Majeure”), the time for execution of the contract shall be extended by a period equivalent to the effect of such circumstances. The maximum duration of this Framework Agreement stipulated under § 10 (3) shall remain unaffected. Neither Party shall lodge claims for any losses thus incurred. For the avoidance of doubt, this shall also apply to any claims for reimbursement of expenses that have become futile as a consequence of an event of force majeure. However, this shall not apply to any costs or losses that have been incurred before the event of force majeure starts and

- that have arisen from the contracting of third-party services in connection with an individual order placed by the DWI pursuant to § 5 of this Agreement and
- for which proof can be rendered that it was not possible to cancel the corresponding contract

after the event of force majeure has occurred.

- (2) The affected Party shall notify the other Party in writing (by registered mail with acknowledgement of receipt) without undue delay within no more than five (5) business days of the existence of the circumstance of force majeure and the anticipated period of interruption of services, and shall take all reasonable measures to immediately remedy the interruption. Performance of the obligations shall resume normally once the event constituting an event of force majeure has ended.
- (3) If force majeure prevents the affected Party from fulfilling its obligations hereunder for a period of more than two (2) months, the Parties will enter into negotiations to adjust the Agreement accordingly. Should the Parties not reach agreement within a maximum period of ten (10) business days, the Agreement may then be terminated by either Party with immediate effect by sending a written notice of termination to the other Party, in which case neither Party shall be entitled to lodge any claims of whatever nature (including indemnity claims) against the other Party.

§ 16 Use of trademarks/labels/design guidelines

- (1) The Client grants the Service Provider for the duration of the contract period the right to use the trademark/name "Wines of Germany" and the "grapes logo" as well as the addresses, website addresses, information materials, texts and photos at the Client's disposal.
- (2) The right to use the Client's trademarks and logos is non-exclusive and may be revoked by the Client at any time with immediate effect.
- (3) With regard to the public image, the Service Provider undertakes to consistently comply with the Client's Design Guidelines.

§ 17 Liability

The Parties shall be liable to each other with regard to their contractual obligations in accordance with the Civil Code.

§ 18 Intellectual Property

- (1) "**Intellectual Property**" shall mean any and all copyrights (including software) and neighbouring rights as well as trade secret rights, trademarks and trademark applications, commercial designations, designs and design applications, know-how, and all other intellectual property (whether registered or unregistered and including the right to register such intellectual property)

that are, in each case, protected under the laws of any governmental authority having jurisdiction.

- (2) Legal title and beneficial ownership to all of the Intellectual Property created pursuant to this Agreement shall be held and owned by the Client, and the Service Provider acknowledges that the Client is and remains the legal owner of such Intellectual Property. The Service Provider agrees that it will not at any time contest the ownership or validity of any of the Intellectual Property created pursuant to this Agreement, nor assist anyone else to do so, nor do anything that would jeopardize or diminish the Client's rights to or the value of the Intellectual Property created pursuant to this Agreement.
- (3) Insofar as the Client is not the legal and beneficial owner of the Intellectual Property created pursuant to this Agreement, the Service Provider hereby assigns, and to the extent as applicable assigns in advance, any and all right, title and interest in such Intellectual Property to the Client, which assignment is hereby accepted by the Client. Insofar as any Intellectual Property created pursuant to this Agreement is incapable of being assigned, the Service Provider hereby grants, and to the extent necessary grants in advance, an exclusive, perpetual, non-terminable, irrevocable, transferable and royalty-free license, with the right to grant sub-licenses, to use such Intellectual Property for any and all use and in the broadest sense possible, including (but not limited to) the right to copy, modify, amend, translate, further develop, prepare derivative works of, make available, broadcast, sell and distribute.
- (4) Insofar as any personal rights vest in the Service Provider and insofar as permitted by the applicable law(s), the Service Provider hereby waives all of its personal rights, or at least will not invoke its personal rights.
- (5) During and after the term of this Agreement and after its termination or expiration, the Service Provider will perform, at first request of the Client, all acts, and execute all documents that are necessary to perfect the assignment of the Intellectual Property to the Client.
- (6) The Service Provider shall inform the Client in advance of any restrictions on the Intellectual Property.
- (7) Upon termination or expiration of the Agreement, the Service Provider is obliged to hand over all in fulfilment of the Agreement created or maintained material to the Client, including (but not limited to) logins and passwords to websites or other internet publications created or maintained as part of the services, and to transfer all information and conceivable legal positions to access in respect of domains, websites, social media accounts and content that had been created or maintained as part of the services.
- (8) For the avoidance of doubt, the Service Provider acknowledges and agrees that any and all above-mentioned obligations of the Service Provider from this section are fairly compensated by payment

of the remuneration in accordance with § 7.

§ 19 Non-competition clause

The Service Provider undertakes not to provide, for the duration of this Agreement, any services for national and international companies and organisations that perform marketing activities in the field of wine sales promotion in the U.S. of America without the Client's prior written consent.

§ 20 Place of jurisdiction

The place of jurisdiction for any disputes arising from this Agreement is Mainz, Germany.

§ 21 Choice of law

This Agreement is governed in all its components exclusively by German law.

§ 22 Contract amendments / Severability clause

Any amendments to this Agreement require a written agreement between the Parties. Verbal agreements are not binding on the Parties. Should any contractual provision be or become invalid, this shall not affect the validity of the Agreement as a whole. In such a case, the Agreement must be additionally interpreted in accordance with its intended meaning. The invalid clause shall be replaced by a provision that most closely approximates, legally and economically, the intended purpose of the original provision.

Client (DWI)

Place / Date

Service Provider

Place / Date