

**Supplementary Contractual Conditions for the preparation of publications /
newsletters on behalf of Germany Trade & Invest GmbH**

Date: 05/01/2023

§ 1 Contractual components

(1) The essential contractual components are:

- a) the service description
- b) the Contractor's offer
- c) these Supplementary Contractual Conditions
- d) the General Terms of Contract for the Execution of Services (VOL/B)
- e) the data processing agreement
- f) the confidentiality agreement

The VOL/B was published in Federal Gazette No. 178a dated 09/23/2003.

(2) In the event of discrepancies, the components of the contract apply in the above order of priority.

(3) General terms and conditions of the Contractor are not part of the contract. This also applies if the Contractor refers to or invokes any such terms in future correspondence.

(4) Amendments and additions to the contract must be made in text form in order to be valid - without prejudice to the rights of Germany Trade & Invest in accordance with Section 2 VOL/B. Verbal collateral agreements are invalid.

§ 2 Subcontractor employment

(1) The Contractor shall notify Germany Trade & Invest in writing of the names, contact details and legal representatives of the subcontractors employed by the Contractor within the framework of the contractual relationship upon the commencement of the order's execution at the latest. In addition, any notified changes at the level of the subcontractors for Germany Trade & Invest must be reported in good time in writing. Otherwise, § 4 No. 4 VOL/B applies.

(2) Unless otherwise stated in the written order, Germany Trade & Invest may not be obligated to third parties through the order's implementation.

§ 3 Rights of use

(1) Unless otherwise specified in the service description, the Contractor of Germany Trade & Invest irrevocably grants a global, non-exclusive right of use, for the duration of the statutory copyright and other protective rights applicable, to all studies, newsletters, drafts, documentation, articles, information, documents, illustrations, calculations, materials, photos, image files and other pictorial representations and results arising or procured in fulfillment of the contract, this right of use also including commercial exploitation made outside the order. The Contractor guarantees that the respective author has renounced the right to be named as author.

(2) The granting of the rights of use referred to in paragraph 1 also applies to studies, newsletters, drafts, documentation, articles, information, documents, illustrations, calculations and other materials provided from the existing holdings of the Contractor.

§ 4 Scope of the rights of use

The rights of use of Germany Trade & Invest as per § 3 include the right to use the work results and the existing holdings without restrictions in terms of time, content and location. Germany Trade & Invest is entitled in particular to the following uses:

- a) duplication, distribution and making publicly available in any printed material and press products in any number of editions;
- b) immaterial reproduction via presentation;
- c) the digitization, electronic duplication, distribution and making material available to the public, in particular through recordings on image and sound carriers, including video carriers and by using machine-readable data carriers (e.g. floppy disks, CDs, DVDs, memory chips) including storage, incorporation into computer programs, transfer to other data carriers and to data facilities, processing and collection in machine-readable databases; the act of dissemination and making material available to the public may take place in physical or immaterial form, including by means of online use, in particular via the internet or intranet via display on screens and by download;
- d) the editing, transformation and translation into other languages or forms of presentation, including the right to sound, imaging or captioning, subtitling and to the reproduction, distribution, public access, publication or public reproduction of such versions.

§ 5 Transfer of rights of use to third parties

Germany Trade & Invest is entitled to transfer the rights of use granted to third parties or to grant third parties sub-licenses to these rights of use.

§ 6 No third-party rights

The Contractor guarantees that the work results are not subject to copyrights or other rights of third parties, which impede the utilization of the work results in the scope described under §§ 4 and 5. The Contractor exempts Germany Trade & Invest from all claims of third parties due to the granting or exercising of the right of use and shall compensate Germany Trade & Invest for all costs incurred in connection with any corresponding legal defense.

§ 7 Compensation

The contractually agreed remuneration also includes the granting of rights of use.

§ 8 Publications, advertising

The Contractor may only publish information about the contractual services with the written consent of Germany Trade & Invest. The contractor is not authorized to advertise with the order or the name of Germany Trade & Invest without the consent of Germany Trade & Invest. This does not apply to the naming of Germany Trade & Invest as a reference customer, provided this is not done publicly and the obligations of confidentiality are observed.

§ 9 Remuneration

(1) All costs and expenses incurred by the Contractor in the performance of the contract are covered by the remuneration. The Contractor shall ensure payment processing and invoice verification vis-à-vis third parties and shall make advance payments in this respect.

(2) All payments shall be made in euros.

(3) The remuneration shall not be due until the Contractor has submitted all evidence required by Germany Trade & Invest

§ 10 Submission of the invoice

(1) The Contractor must submit an invoice as per § 14 (4) UStG (German Turnover Tax Act). If specified by Germany Trade & Invest, the cost center or cost unit must be shown in the invoice. § 15 VOL/B remains unaffected.

(2) A separate invoice must be created for each order number.

(3) If partial services have been agreed for an order (e.g. delivery at different times), a separate invoice may be submitted for each partial service.

(4) Third-party services must be documented. The supporting documents must be attached to the invoice.

(5) In accordance with the Federal E-Invoicing Ordinance, contractors are obliged to issue invoices electronically. The federal government's invoicing platform (available at <https://xrechnung.bund.de>) is intended to be used for this purpose. In addition to the order number, the routing identification number (routing ID 992-80012-17) is mandatory for the correct assignment of an invoice to Germany Trade & Invest. Invoices that are not issued electronically do not constitute a default pursuant to Section 286 (3) BGB.

§ 11 Payment of the invoice

(1) Payments are made by bank transfer. Unless otherwise agreed, invoices are settled at the latest 30 days after the performance of the contract and receipt of the invoice. The Contractor must demonstrably have an account that permits unrestricted international payments in EUR, USD or the currency of the place of performance. For transfers outside the EU, the Contractor may incur any bank charges due.

(2) In each case, the due date only occurs after the contractual performance of the service.

(3) The payment obligation is fulfilled on the day on which the payment amount is credited to the account of the recipient (value date).

(4) Otherwise, § 17 VOL/B applies.

§ 12 Discount

(1) If discounts have been contractually agreed or offered by the Contractor on the invoice, the discount period begins upon receipt of the invoice and with the proper fulfillment of the contract by the Contractor. If Germany Trade & Invest has justified objections or pleas, the discount period will be suspended for this period.

(2) Unless otherwise agreed, the discount period is 15 days.

§ 13 Data protection

(1) The Contractor must ensure compliance with the data protection regulations in the performance of its mandate as per EU-GDPR, BDSG-neu (New German Data Protection Act) and any supplementary data protection agreements. This applies both to data that become known to the Contractor during the execution of the order, and to data that the Contractor becomes aware of specifically due to carrying out the order or with which the Contractor comes into contact in any other way. If third parties are involved, the Contractor must impose the same obligations on the subcontractor. All data of Germany Trade & Invest remain Germany Trade & Invest's own property and must be deleted at the end of the contract or returned upon agreement. The deletion must be proven by a deletion report.

(2) Personal data, which the contractor of Germany Trade & Invest provides for the fulfillment of the order, are processed as per Art. 6 (1) lit. b GDPR. This data will be deleted in compliance with the legal retention

periods as soon as they are no longer needed for the fulfillment of the contract.

§ 14 Form

- (1) Unless otherwise stipulated, declarations concerning their validity must be in text form.
- (2) Mandatory statutory formalities and the right of the contracting parties to require a certification remain unaffected.
- (3) Correspondence with Germany Trade & Invest must be in German.

§ 15 Ineffectiveness

The ineffectiveness of individual clauses or valuations contained in clauses shall not affect the validity of the other clauses or the other judgments contained in these clauses, provided that a content-related separation can take place.

§ 16 Applicable law, jurisdiction

- (1) The applicable law is the law of the Federal Republic of Germany.
- (2) The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) is excluded.
- (3) The exclusive place of jurisdiction is Berlin