

## **The ParshipMeet Group's Special Terms and Conditions of Purchase for goods and services for content creation and influencers (last updated: June 2024)**

### **Preamble**

These Special Terms and Conditions of Purchase shall apply to all purchases that the ParshipMeet Group makes for content creation and influencers (such as the creation of image, audio and video material for content campaigns for the ParshipMeet Group's profiles on social media platforms). The ParshipMeet Group's General Terms and Conditions of Purchase shall apply in addition to these Special Terms and Conditions of Purchase.

### **Part A – General section**

#### **Section 1: Conclusion of the contract**

The Contracting Party shall provide the ParshipMeet Group with the services that form the subject matter of the contract based on the agreements in the contract in question. Unless agreed otherwise, such agreements result from the ParshipMeet Group's purchase order.

#### **Section 2: Acceptance**

- (1) All content that forms the subject matter of the contract must be created based on instructions issued by the ParshipMeet Group.
- (2) Unless agreed otherwise, all content that the Contracting Party creates must be submitted to the ParshipMeet Group for at least one round of revision.
- (3) The ParshipMeet Group making payments does not mean that the ParshipMeet Group recognizes the service as being contractually compliant or free from errors.

#### **Section 3: Transfer of rights of use**

- (1) Unless stipulated otherwise in the purchase order, the Contracting Party shall irrevocably transfer to the ParshipMeet Group the exclusive rights of use (unlimited in terms of both time and place) to the content that forms the subject matter of the contract. This particularly includes any copyrights, ancillary copyrights or other rights of use (such as, in particular, the right of reproduction, distribution, exhibition, presentation, performance, and demonstration, as well as the right to make the content accessible to the public and to broadcast it. The right of use extends to all types of use (both known and unknown at the time the contract was concluded) and particularly includes full or partial use in all digital and analog media (e.g. websites, video platforms, social media, apps, newsletters, magazines, newspapers, flyers, posters, etc.). This particularly includes use for advertising purposes. Furthermore, the Contracting Party shall transfer the right to edit, extend and further develop the results of the service and, in particular, to create new content on this basis. Use without naming the author is also possible. Such rights may also be

transferred and sublicensed (either in whole or in part) to third parties. In particular, unless agreed otherwise, the ParshipMeet Group is free to choose the platform for broadcasting the content.

- (2) Where limited rights of use are granted, the content posted on the ParshipMeet Group's profiles on platforms may remain on the same once the rights of use granted have expired, without any need to pay additional compensation. However, such content is not actively promoted any further.
- (3) All supplementary documents that the Contracting Party supplies shall become the property of the ParshipMeet Group on handover, notwithstanding the granting of rights of use. The ParshipMeet Group shall be entitled to use, reproduce or destroy such documents without any need to pay additional compensation.
- (4) If the services that form the subject matter of the contract require any granting of rights of use (e.g. to ParshipMeet Group word marks or logos), the ParshipMeet Group shall grant the Contracting Party a non-exclusive right of use that is limited in terms of time to the fulfillment of the services that form the subject matter of the contract and that is revocable at any time, to the extent necessary to perform the services that form the subject matter of the contract. The Contracting Party is not entitled without the ParshipMeet Group's prior consent in text form to use the word marks and logos or other content for its own purposes, to post the same or to make the same available to third parties in any other way.

#### **Section 4: Rights of third parties**

- (1) The Contracting Party guarantees that the content that forms the subject matter of the contract does not infringe any rights. It also guarantees that it has the rights to the content to the extent described above and that it can dispose of the same without any restrictions. It further guarantees that the author has waived the right to be named. If the image of recognizable individuals is reproduced as part of the content, the Contracting Party shall guarantee that there is a legal basis that also allows use by the ParshipMeet Group. Should the Contracting Party subsequently become aware that the content is subject to third-party rights, it must inform the ParshipMeet Group to this effect immediately.
- (2) If a third party makes a claim against the ParshipMeet Group on the grounds that use of the content that forms the subject matter of the contract infringes its rights, the Contracting Party shall be obligated to indemnify the ParshipMeet Group in full against such claims on first request in text form. The Contracting Party's indemnification obligation includes all expenses that the ParshipMeet Group incurs as a result of or in connection with claims asserted by a third party, including the costs of legal defense.

#### **Section 5: Use of artificial intelligence**

If programs or systems that make it possible to generate content based on machine learning technologies, artificial intelligence or similar technologies are used to create the content that forms the subject matter of the contract, the Contracting Party shall be obligated to inform the ParshipMeet Group to this effect and to indicate the extent of the content created by such programs or systems. The Contracting Party assures that it

is authorized to create the results of the service using the aforementioned programs or systems or to share them with the ParshipMeet Group for the purpose of use by the ParshipMeet Group.

## **Part B – Regulations for influencers**

The following regulations shall also apply if the Contracting Party also uses the content created on its own profiles on social media platforms (as an **influencer**).

### **Section 5: Further requirements**

- (1) The Contracting Party shall comply with the terms of use and other requirements set out by the platforms it posts the content on.
- (2) The Contracting Party shall disclose the platforms and associated details of the accounts used before posting the content.
- (3) Where limited rights of use are granted, the content posted on both Parties' profiles on platforms may remain on the same once the rights of use granted have expired, without any need to pay additional compensation. However, such content is not actively promoted any further.
- (4) The Contracting Party shall not have acquired, and shall not acquire during the term, the number of social media followers it has as of the effective date through an automated program or a similar technique / method or through any kind of fraudulent conduct, and any representation that the Contracting Party makes to the Company regarding the number of social media followers it has acquired shall be truthful and accurate.

### **Section 6: Advertising in the context of editorial content**

- (1) If the Contracting Party uses editorial content to advertise for the ParshipMeet Group on social media platforms that form the subject matter of the contract, it shall be obligated to make a clearly recognizable reference to the fact that such content is advertising. Any sponsored surveys / test results must also include a reference to such sponsorship.
- (2) To ensure comparability among profiles on social media platforms featuring editorial content, the Contracting Party shall comply with the rules for communication specified by the ParshipMeet Group, in particular regarding discounted memberships.
- (3) The Contracting Party shall not advertise its profiles on social media platforms with keywords that suggest that internet users would directly access the websites that the ParshipMeet Group operates using such keywords. This includes (but is not limited to) the ParshipMeet Group's brand names and any typographical errors.

## **Section 6: Code of Conduct, termination, deletion obligation, damages**

(1) The ParshipMeet Group's Contracting Party has signed the ProSiebenSat.1 Code of Conduct (available at: <https://www.prosiebensat1.com/files/2024/06/04/efa9f89b-757b-4507-b517-3301ebd5b0fc.pdf>), as well as the relevant General Terms and Conditions and Content Policies of the platform providers used for the content that forms the subject matter of the contract.

(2) The ParshipMeet Group has the right to terminate the contractual relationship without notice if:

- a) the Contracting Party violates ProSiebenSat.1 Media SE's Supplier Code of Conduct by posting actions, statements or opinions.
- b) the Contracting Party violates the platform providers' guidelines by posting actions, statements or opinions.
- c) the Contracting Party loses a large number of social media followers due to its behavior and statements on its social media profiles or otherwise in public, thereby significantly reducing the assumed marketing value.
- d) it turns out during or after completion of the order that the Contracting Party's number of social media followers was acquired through an automated program or a similar technique / method or through any kind of fraudulent conduct.

(3) If the contractual relationship is terminated for the aforementioned reasons, the Contracting Party shall be obligated to delete all content on social media relating to the ParshipMeet Group from its social media profiles and to provide evidence to this effect.

(4) In case of a reduction in the marketing value or reputational damage for the aforementioned reasons, the Contracting Party shall be obligated to pay compensation for damages to the ParshipMeet Group on first request. Such compensation shall be calculated according to the severity of the damages.