

General Terms & Conditions

1. GENERAL

- (1) Sportcast GmbH, Kaltenbornweg 2, D-50679 Cologne ("**Sportcast**"), which specialises in the production of audiovisual content of sporting events, is a subsidiary of Deutsche Fußball Liga GmbH ("**DFL GmbH**"), which is itself a wholly-owned subsidiary of DFL Deutsche Fußball Liga e.V. ("**DFL e.V.**"). DFL e.V. is exclusively entitled to market the rights arising from the running of the competitions of the Bundesliga and Bundesliga 2 and from further competitions that it organizes. A key element of the marketing practice of DFL e.V. is the granting of audiovisual exploitation rights to national and international media partners that use the audiovisual content produced by Sportcast, and in particular use the basic signal, to produce media offerings that are made accessible to privately and/or commercially operating end customers live, delayed or as archive content via all technological distribution channels and via information and communication channels of all kinds in exchange for a fee (pay) or with no fee (free) and/or are used for promotional purposes. The same applies to the marketing practice of other clients of Sportcast for which Sportcast is entrusted with the production of audiovisual content relating to matches or other sporting events. In this respect, Sportcast produces premium media content of the highest quality and in line with all technical standards.
- (2) With the exception of paragraph (3) below, these General Terms and Conditions ("**T&Cs**") apply to all contracts ("**individual contracts**") that Sportcast concludes with various contracting partners, e.g. in the media-content production sector, in the service sector or in the technology provision sector ("**contracting partners**"). In this respect, in light of the statements in clause 1 (1), the contracting partner shall provide the contractual activities agreed in the context of the individual contract

- and, in particular, grants Sportcast any rights arising from work results for exploitation that is exclusive and has no restrictions in terms of place, time or content (including by companies affiliated with Sportcast as per Section 15 et seq. of the German Stock Corporation Act (AktG), in particular DFL e.V. and DFL GmbH, as well as the clubs (jointly referred to as "**affiliated companies**") and third parties), unless these rights already arise directly at Sportcast.
- (3) These T&Cs do not apply if a framework agreement designated as such ("**framework agreement**") is in place between Sportcast and the contracting partner, even if Sportcast has pointed out the applicability of the T&Cs in the context of the individual contract (in particular by means of an automated notice). If a framework agreement is in place between Sportcast and the contracting partner, the mutual rights and obligations arise solely from the framework agreement already in place and the further details regarding the contractual activities that are agreed between Sportcast and the contracting partner in the context of the individual order (e.g. match date, kick-off time, meeting dates). In this case, the applicability of these T&Cs between Sportcast and the contracting partner can be agreed between these parties solely with express written waiving of the framework agreement and in compliance with the form agreed in the framework agreement.
- (4) Any terms and conditions of the contracting partner that deviate from these T&Cs shall not apply. Anything else shall only apply if Sportcast has granted its express written consent on a one-off basis.
- ### 2. Establishment of individual contracts
- (1) The contracting partner shall check all information sent to them (e.g. regarding local circumstances) for accuracy prior to conclusion of the contract. The contracting partner

- shall also ensure that it is aware of all matters relevant to fulfilment of its contractual obligations and the intended use of its activities prior to conclusion of the contract (self-briefing).
- (2) Unless otherwise stated, offers by Sportcast are non-binding. The contracting partners shall be bound by their offers for at least 15 working days from receipt of their offer by Sportcast. All offers and cost estimates for Sportcast shall be free of charge.
- (3) An individual contract shall be established only after a binding order from Sportcast. In general, the order shall be issued in writing or in text format, or verbally in urgent cases. In the event that the contracting partner does not issue a binding declaration regarding an order from Sportcast, an individual contract shall be established by the time the contracting partner provides the activities designated in the order on the basis of the binding order.
- ### 3. Activities of the contracting partner
- (1) The activities mutually owed in each case (e.g. production of media content, performance of services, provision of staff and/or work equipment/technology as well as remuneration) arise from the respective individual contract. The contracting partner is not entitled to withhold its activities on account of circumstances that were discernible on conclusion of the contract (see clause 2(1)).
- (2) The contracting partner shall provide the contractual activities in line with the principles of proper professional practice and with the utmost care and conscientiousness in line with the established state of the art. The contracting partner shall use only employees who possess the experience and specialist qualifications required to provide high-quality activities. If the parties agree on the use of the contracting partner (in person) or specific employees of the

contracting partner in the respective individual contract, other employees may be used solely after prior approval from Sportcast (in writing or by e-mail).

- (3) The contracting partner shall provide its activities at the location and times agreed in the respective individual contract. Sportcast is entitled to change the location and/or playing time if this becomes necessary due to the postponement of sporting events or on other serious grounds. The contracting partner shall comply with this change request if it considers the change reasonable.
- (4) The contracting partner shall handle other change requests from Sportcast immediately. The contracting partner shall send Sportcast binding notification in writing or by e-mail within no more than three (3) working days as to whether and on what terms it is willing to adapt the respective individual contract. Sportcast is free to accept or reject this change offer.
- (5) The contracting partner is obliged to inform Sportcast in writing immediately if agreed performance times cannot be adhered to (for any reason whatsoever).
- (6) If the activity of the contracting partner consists of provision of a service, the claim to remuneration shall cease to apply if the contracting partner is hindered from doing so, unless a hindrance for personal reasons for which the contracting partner is responsible lasts solely for a relatively insignificant period, with the issue of significance being determined by the planned deployment period as well as the schedule and urgency of the project. If the delivery of a joint project is significantly impeded or jeopardised by the hindrance of the contracting partner, Sportcast is entitled to terminate for good cause and to commission a third party as a substitute. If the contracting partner was responsible for the hindrance, the contracting partner shall refund the additional

expenses that Sportcast incurs by commissioning a substitute. Further rights under Sections 280, 249 et seq. of the German Commercial Code shall remain unaffected.

- (7) The contracting partner shall designate a responsible contact person in writing or by e-mail, including the mobile-phone number, postal address and e-mail address by which the contracting partner can be reached.
- (8) The contracting partner shall be entitled to enlist third parties as subcontractors only with the prior written consent of Sportcast.
- (9) The contracting partner is obliged to take out appropriate insurance cover for the production risks with regard to the activities to be performed by the contracting partner. The details, in particular the amount of the sum insured, can be mutually stipulated in an individual contract if required. At Sportcast's request, the contracting partner must prove the existence of sufficient liability insurance by means of written confirmation. If the contracting partner does not have sufficient insurance cover on conclusion of the contract, the contracting partner shall obtain it immediately. If the contracting partner does not provide proof of the requisite cover within two weeks after being asked to do so by Sportcast, and no later than up to five working days before commencement of production, Sportcast shall be entitled to take out cover at the contracting partner's expense.
- (10) If the work results are not produced directly at Sportcast's premises and Sportcast is entitled to dispose of them in fact and in law, handover shall be carried out immediately after completion in each case. Acceptance or approval by Sportcast shall not mean approval of the contractual activities with regard to defects of which Sportcast is unaware, in particular defects of title (e.g. breach of third-party rights, copy-

rights/ancillary copyrights, trademark rights, individual rights and/or proprietary rights).

4. Occupational health and safety

- (1) All actions of the contracting partner must be performed in such a way that they comply with the applicable accident-prevention and health and safety regulations, the German Ordinance on Places of Assembly, and other relevant conditions of authorities or employers' liability insurance associations that are particularly relevant in the field of hiring of equipment, including staff.
- (2) The contracting partner warrants that at least one of their employees has received valid first-aid training, particularly in the case of any construction or demolition work. The contracting partner shall communicate the names of the first-aiders to Sportcast. The contracting partner shall inform Sportcast of any changes immediately.
- (3) In addition, the contracting partner warrants that it shall comply with the generally recognised occupational health and safety rules, and that the items and equipment that it uses comply with the applicable EU directives. With regard to this, the contracting partner also guarantees that all checks required on the basis of statutory regulations, accident-prevention regulations or the manufacturer's operating instructions were passed prior to use of the respective equipment, and that the operating staff are also equipped in accordance with these regulations.
- (4) Particularly in view of the sometimes large number of workers deployed (e.g. in stadiums) from various areas, the contracting partner and its employees shall always conduct themselves with care and extreme caution in all their actions. The instructions of the security staff must be fully adhered to.
- (5) If any breach of one or more of the above obligations by the contracting partner, its legal representatives or vicarious agents results in injury

and/or property damage, the contracting partner shall exempt Sportcast from all third-party claims for damages at first request.

5. Duties of cooperation of Sportcast

- (1) Sportcast shall support the contracting partner in the fulfilment of its contractual obligations insofar as this is necessary.
- (2) If Sportcast does not fulfil its duty of cooperation on time, in full or at all, and if the contracting partner deems this to have impacts on the timely performance of the contractual activities, the contracting partner shall notify Sportcast of this immediately in writing. The neglected duty of cooperation must be described in detail in the written notification, and in addition, the notification must contain a period within which Sportcast is entitled to make up for the neglected duty of cooperation.

6. General principles

- (1) Throughout the entire term of the contract, the parties shall continuously and immediately inform each other of any problems that may arise in connection with performance of the contractual activities.
- (2) If the contracting partner is a natural person or with a view to staff used by the contracting partner, the parties agree that this individual contract and possible further individual contracts do not constitute an employment contract or another dependent employment relationship. The parties have deliberately not taken the opportunity to conclude an employment contract in line with the principle of freedom of contract. There is no authority to represent Sportcast in legal transactions. The contracting partner may not represent Sportcast externally. There shall be no involvement in the operations of Sportcast; in particular, the contracting partner is not included in the in-house duty roster and has no attendance obligations. The actions are not carried out at Sportcast's

headquarters. The contracting partner is not subject to any instructions from Sportcast. There is no economic or personal dependency between the parties. The contracting partner also offers its activities to other clients.

- (3) The parties additionally agree that the contracting partner shall submit a status request to the German federal pension scheme (Deutsche Rentenversicherung Bund) or another competent body to confirm exemption from insurance under the German Social Security Act if no such confirmation as per form V0027 or another legally valid decision is already in place. The contracting partner warrants that it has taken its own measures to cover the risk of illness and pension provision. In the event that the status request confirms the free contractual relationship assumed by the parties, it shall be pointed out to the contracting partner that knowledge of the insurer of its actions may lead to the establishment of its own pension insurance obligation if it does not have any employees who are subject to compulsory insurance or if it predominantly works for just one client (Section 2 of German Social Security Code VI).
- (4) Sportcast has the sole authority to issue instructions to its own employees. Sportcast's employees shall not be involved in the operations of the contracting partner.
- (5) The mutual contractual activities shall be excluded if the contractual activities of the contracting partner become impossible for reasons beyond Sportcast's control, e.g. due to cancellation of the sporting event by the organiser (for instance if the pitch is unplayable due to weather or in an unsafe security situation), a ban by the authorities or *force majeure*.

7. Transfer of rights

- (1) If rights to the contractual activities or resultant work results are not already directly attributable to Sportcast, the contracting partner –

including with regard to the contributions of all third parties used by the contracting partner – shall transfer all rights to Sportcast from the time of their existence and, if transfer is not legally permissible, it shall grant Sportcast the exclusive rights with no restrictions in terms of time or place to exploit the work results – including with regard to all third parties used by the contracting partner – for the duration of the period of protection applicable in the respective country of the worldwide contract territory, and to have them exploited by affiliated companies, in particular DFL e.v. and DFL GmbH, as well as by third parties and in cooperation with third parties with approval-free further transfer of the rights as well as granting of further utilisation rights.

- (2) In particular, Sportcast is unreservedly entitled to exploit the work results and have them exploited in any tangible and intangible form as well as in any non-commercial and commercial manner (for a fee, funded by advertising, etc.), in particular to produce sound and video recordings with the work results, to reproduce them and distribute, lease or lend them via all distribution channels as well as to transmit and retransmit the work results terrestrially, via cable, internet and other data-transmission networks as well as satellite, to play them in radio broadcasts as well as to make the work results publicly accessible and play, present and perform them in any way – including as video and sound recordings – as well as to enforce remuneration claims arising from the use of the work results on its own behalf, including in relation to performance rights agencies as the producer.
- (3) Furthermore, the rights to be granted to Sportcast by the contracting partner include the commercially and non-commercially exploitable rights to archiving, transmission and exploitation on multimedia and other data storage media – including as embedded content (e.g. on a computer, tablet, mobile

device or USB stick) – and distribution thereof, to radio and television broadcast and – including by means of storage in databases – to provision on demand, particularly in video offerings for video-on-demand (“VOD”) and streaming video-on-demand (“SVOD”) as well as video download (“VDL”), to the legally transferable extent the remuneration claims under copyright law arising from Sections 20b, 27 (1) and 2, 45a, 46, 47, 49, 52, 54, 54a, 60a-e in conjunction with 60h (4), 78 (2) no. 1, 2 and 3, 86 and 94 (4) of the German Copyright Act (UrhG), the rights to advertising, exploitation of clips, synchronisation, editing and the rights to the title and format.

- (4) The rights granted to Sportcast cover all technical processes, manifestations and forms of exploitation and, pursuant to Section 31a UrhG and Section 32c UrhG, also relate to types of use that are still unknown at the time of conclusion of the individual contract.
- (5) The contracting partner shall additionally grant Sportcast the ownership of all work results upon handover thereof, unless Sportcast is already entitled to it.
- (6) The decision as to whether and how the work results are published and exploited shall be taken by Sportcast alone. The contracting partner shall ensure that third parties can exercise a statutory revocation right on account of non-exercising to which they are legally entitled in respect of their contributions to the work result after no less than five years and the contractor can exercise a statutory revocation right on account of non-exercising to which it is personally entitled in respect of its contributions to the work result after no less than two years respectively after delivery of the work results and in compliance with the further essential requirements of Section 41 UrhG, and ultimately each revocation right cannot be declared until after expiry of an appropriate grace period of 12 months under

notification of revocation; Section 41 (3) (2) UrhG remains unaffected. The contracting partner shall inform Sportcast of any revocation of which it becomes aware or any other change of rights relating to the work results in writing immediately.

- (7) In compliance with the individual rights of the creators, the artists and the depicted persons, Sportcast can process the work results and otherwise amend them, in particular abbreviate, share, edit, synchronise and (re)film them, combine them with other works, parts of works or other output, replace parts of the work results or combine the work results with advertising and/or sponsorship notices, link the work results with other content in different forms of expression (means of communication) such as speech, text, music, sounds or still and moving images to form an entity and exploit this processing in line with the granted utilisation rights. The processing right particularly includes the right to transfer the content to other (work) forms, e.g. graphics for computer games, in particular also based on NFT or other blockchain technologies, or for other software. Furthermore, Sportcast can refrain from naming the creators and artists involved in the work results insofar as this is customary in the sector. Sportcast shall not be held responsible for third-party breaches of copyright, individual artist rights and individual rights in this area.
- (8) The contracting partner grants Sportcast the non-exclusive utilisation right to use the name (including artist names and pseudonyms), the company name, the logo and other trademarks as well as biographical material of the contractor and the beneficiaries involved in the work results for advertising of the work results and in the context of exploitation thereof in line with the above paragraphs.
- (9) The contracting partner warrants that it can grant Sportcast the contractual rights to the work results.

Furthermore, the contracting partner guarantees that no third-party rights conflict with fulfilment of the individual contract, in particular granting of the rights to the work results and exploitation of the work results by Sportcast and by affiliated companies, in particular DFL e.V. and DFL GmbH and via third parties, and that the work results do not contain any parts taken from external works, performances or recordings without consent.

On account of third-party contributions to the work results, the contractor warrants that Sportcast is entitled to the rights granted under clause 7 for the period respectively granted to Sportcast as exclusive rights and unchanged as they respectively exist, and that the work results remain unaffected by rights of termination, rights of revocation or other rights that relate to the utilisation rights of Sportcast.

In this respect, the client shall ensure that, for use by Sportcast and/or by affiliated companies, in particular by DFL e.V. and DFL GmbH, and/or eligible third parties, no additional payment in relation to the agreed fee will have to be made either to the contracting partner or to third parties (including the beneficiaries), and that neither Sportcast, the affiliated companies nor the above-mentioned third parties eligible for use shall be the addressee of a claim to accountability and/or a claim to information, geared towards the extent of use of the work results and/or the income and advantages gained therefrom, for instance under Section 32e UrhG.

Unless otherwise granted to the contracting partner by Sportcast, the contractor warrants that the work results were created solely either by the contractor personally or by an authorised third party in fulfilment of obligations arising from an employment or service relationship with the contractor as per Section 43 UrhG; on due request, the contracting partner shall provide

Sportcast with evidence for this in suitable form for each authorised third party.

- (10) The contracting partner shall exempt Sportcast from third-party claims – including the appropriate costs for pursuing legal remedies and defence costs – in the event of non-fulfilment of its warranties, guarantees and obligations arising from the individual contract. The exemption obligation also covers remuneration claims of beneficiaries of copyrights and ancillary copyrights (including under Sections 32a, 32c, 79b UrhG) and of performance rights agencies and other third parties that are asserted with regard to the work results, as well as the reimbursement of expenses for the provision of information (Section 32e UrhG) as well as compensation of damages based on the loss or restriction of rights.

8. Remuneration; expenditure

- (1) Remuneration is based on the terms agreed in the individual contract.
- (2) Any overtime shall only be remunerated if Sportcast has given its prior approval for this in writing or by e-mail. Matters discernible to the contracting partner on conclusion of the contract (see clause 2 (1)) shall not give rise to a claim for additional remuneration.
- (3) For the sake of clarity, it is emphasised that the transfer of rights regulated in clause 7 is fully covered by the contractually agreed remuneration (total buy-out).
- (4) Sportcast shall bear expenditure of the contracting partner (such as expenses and travel costs including accommodation, journeys, food, etc.) upon separate verification solely if the parties have agreed this in compliance with the applicable Sportcast travel expenses policy and solely to the extent set out in the applicable travel expenses policy.
- (5) Remuneration of the contracting partner shall be due for payment within 30 days after Sportcast receives a full, transparent, verifiable

invoice that meets the statutory requirements.

- (6) The contracting partner is obliged to repay wrongly received fees or wrongly received reimbursement of expenditure immediately. If the contractual activities prove not to be subject to VAT, the contracting partner must also reimburse SPORTCAST for the wrongly stated VAT immediately. The contracting partner cannot appeal for any financial loss incurred.
- (7) Neither wage tax nor social security contributions shall be deducted from the fee or paid. The contracting partner is itself responsible for the tax and social-security obligations arising from this collaboration. Sportcast shall pay (if relevant) artist social security contributions to the Artists' Social Security Fund solely at the level incurred.
- (8) If a claim is made against Sportcast on account of unpaid or incorrectly paid taxes, the contracting partner shall immediately exempt it from a claim at first request and notify the competent authority of the exemption in writing immediately.
- (9) If relevant and provided that the contracting partner does not make use of the small-business regulation in Section 19 of the German VAT Act (UStG), the fee shall be paid with the addition of VAT (for the granting of rights currently 7%) (Section 12.7 (9) and (10) of the German VAT Act Application Decree (UStAE)). A proper invoice is required for this: reference is made to clause 8 (5).

Invoicing by contracting partners based in other EU countries must be carried out with indication of the contracting partner's VAT identification number, without VAT and with mention of application of the reverse charge. The tax liability shall be transferred to Sportcast as per Section 13b UStG. Invoicing by contracting partners based in third countries must be carried out with indication of Sportcast's VAT identification number, but without VAT and with mention of the reverse

charge. The tax liability shall be transferred to Sportcast as per Section 13b UStG.

- (10) If relevant, the parties shall assume, with reference to the order of Karlsruhe regional tax office (Germany) dated 29 April 2014 (S 2303/41 – St 142/ St 136), that the granting of rights shall account for a portion of 60 percent of the paid fee and execution of the individual contract (e.g. production of the media content, paperwork, research) shall account for a portion of 40 percent.

All German and foreign taxes shall be borne by the contractor. If a full or partial tax deduction as per Section 50a of the German Income Tax Act (EStG) or any other deduction of tax at source has to be applied to the agreed fee on account of the foreign domicile of the contractor, Sportcast is legally obliged to apply the tax deduction in such a way that only the correspondingly reduced amount is liable for payment. The parties shall assume, with reference to the order of Karlsruhe regional tax office (Germany) dated 29 April 2014 (S 2303/41 – St 142/St 136), that a tax deduction as per Section 50a EStG shall be applied only to the portion of the fee that is paid for granting of the rights. If the tax authority believes that Sportcast is obliged to apply a further tax deduction, Sportcast shall be entitled to apply a larger tax deduction. The contracting partner must exempt Sportcast from all further demands by the tax authority and refund any excessively high payments of the fee to Sportcast. Sportcast shall issue a tax certificate that complies with the statutory regulations regarding the paid withholding tax (Section 50a (5) (6) EStG). Exemptions from tax deduction based on a double taxation agreement shall be only be considered in the context of the tax deduction procedure as per Section 50d (2) EStG if the contracting partner submits an exemption certificate that complies with the statutory requirements.

- (11) The parties shall assist each other in tax matters: in particular, they shall provide all necessary information and verification and cooperate. Sportcast shall not lodge any appeal against tax declarations unless the contracting partner exempts Sportcast from all associated expenditure.
- (12) Rights of offset and retention of the contracting partner are excluded if the underlying claims are not undisputed or legally enforceable.
- (13) The contracting partner has no claim to payment of a fee in the event of hindrance, i.e. in particular no claim to continued payment of the fee in the event of illness, holiday pay or remuneration of other periods of inactivity. If the contracting partner is not able to perform the contractual activities properly or at all in the event of hindrance (e.g. illness, other absence), it shall provide an appropriate substitute for the period of its absence in consultation with Sportcast.
- (14) If the sporting event for which the contracting partner is to perform its contractual activities does not go ahead for reasons beyond Sportcast's control, e.g. due to cancellation of the sporting event by the organiser (for instance if the pitch is unplayable due to weather or in an unsafe security situation), a ban by the authorities or *force majeure*, without this rendering the contractual activities of the contracting partner impossible, Sportcast shall be entitled to terminate the individual contract concerned without notice by informing the contracting partner of the cancellation of the sporting event. In this case, Sportcast shall offer the contracting partner the corresponding order again after rescheduling of the cancelled sporting event. On the calendar day on which the sporting event is due to go ahead, the right to termination of the respective individual order without notice as per sentence 1 of this paragraph (7) is excluded.

9. Duration and termination

- (1) The contract duration begins on the contract start date agreed in the individual contract. However, the regulations of the individual contract and of these T&Cs shall also apply retrospectively to all activities already performed pre-contractually that are deemed to be paid for in full with the contractually agreed remuneration. The duration and notice periods for ordinary termination arise from the respective individual contract. If no notice period is set out in an individual contract, Sportcast shall be entitled to terminate the respective individual contract with notice of 1 month to the end of the month.
- (2) The right of both parties DAG to terminate for good cause without notice remains unaffected. Good cause particularly exists if the other party is in serious breach of its obligations stated in this contract.
- (3) Notice of termination must always be issued in text form.
- (4) Notice of termination or other extraordinary or ordinary termination of the individual contract shall leave the rights transferred and granted to Sportcast to the work results for the contractual activities performed up to the relevant time of termination and during a subsequent phase-out period – including any incomplete or incorrect activities – unaffected and valid. If, for whatever reason and regardless of other provisions of the individual contract, individual exploitation or utilisation rights cease to apply in full or in part, or exist solely as non-exclusive utilisation rights for Sportcast contrary to the individual contract, previously granted utilisation rights and declared permissions shall remain unaffected and valid. Furthermore, in the above-mentioned cases, Sportcast shall be entitled, including on account of non-exclusive utilisation rights, to continued exploitation of the remaining rights, including through affiliated companies (in particular DFL e.v. and DFL GmbH) as

well as through third parties and in cooperation with third parties with approval-free further transfer of the rights to the work results as well as granting of further utilisation rights to the work results.

In the event of termination with notice or other extraordinary or ordinary cancellation of the individual contract, the contracting partner shall hand over all already created and/or as yet unused work results to Sportcast in their current state in a suitable electronic and physical format that enables further processing. If, in contravention of clause 7, the contractor has not yet granted Sportcast all rights to the work results to be transferred according to this, the contractor shall be obliged to make up for this by no later than the relevant termination date.

10. Claims for damages

- (1) Sportcast shall be liable for damages, except in the event of breach of material contractual obligations, solely if and insofar as Sportcast, its legal representatives, executive staff or other vicarious agents are guilty of intent or gross negligence. In the event of breach of material contractual obligations, Sportcast shall be liable for all culpable behaviour of its legal representatives, executive staff or other vicarious agents, with the term "material contractual obligations" meaning those obligations are essential to proper execution of the contract, that the registered users can ordinarily expect to be complied with, and that jeopardise attainment of the purpose of the contract when breached.
- (2) Except in cases of intent or gross negligence by legal representatives, executive staff or other vicarious agents, the extent of liability of Sportcast shall be limited to the damages typically foreseeable on conclusion of the contract.
- (3) The above-mentioned limitations of liability shall not apply in the event of the assumption of express guarantees by Sportcast or to damages arising from damage to life, limb or

health or in the event of mandatory statutory regulations.

11. Confidentiality; documents

- (1) The parties undertake to maintain confidentiality regarding all confidential information of the other party of which they become aware in connection with execution of the contract, in particular not to make it accessible to third parties, and to use it solely in the context of fulfilment of the contract. The confidentiality obligation does not apply to persons who are authorised to have knowledge and are legally or contractually obliged to maintain confidentiality or who have received consent to disclosure from the other party. Confidential information under this provision is information, documents, details and data that are designated as such or are deemed confidential on account of their nature (in particular remuneration agreements). The term confidential information does not cover information that (i) is or enters the public domain or is or becomes generally accessible (unless this results from a breach of this agreement by the informed party or one of its representatives); (ii) was already in the possession of the informed party lawfully and with no confidentiality obligation before this party received it from the informing party; or (iii) was obtained from a third party that is entitled to disclose the information unreservedly.
- (2) The party invoking one of the above exceptions must prove its existence.
- (3) If one party is obliged to make confidential information of the other party accessible to a public body in the above-mentioned sense, it is entitled to do so; the other party must

be informed immediately and, if at all possible, before the information is issued to the public body.

- (4) All documents and files made available by Sportcast must be stored carefully and returned promptly or – if Sportcast grants its approval in writing or by e-mail – deleted as soon as it is no longer needed for the activity to be performed.
- (5) The rights and obligations in this clause 11 shall not be affected by termination of this contract.

12. Miscellaneous

- (1) Subject to the assignment of monetary claims as per Section 354a of the German Commercial Code and the (further) transfer of rights to the work results as per clause 7, the parties are not entitled to transfer the rights and obligations arising for them from the individual contract in full or in part, or the individual contract as a whole, to third parties without the written consent of the other party; the same applies to the assignment and pledging of claims of the contracting partner, which must additionally bear the related costs regardless of any approval from Sportcast.

The requirement to obtain consent does not apply to the transfer of rights and obligations arising from the individual contract to an affiliated company by Sportcast.

- (2) The contracting partner is permitted to make any reference to the individual contract and/or performance of the contractual activities for Sportcast (in particular on its official website, in company or pitch presentations, on career portals such as XING or LinkedIn or on social networks such as Facebook, Twitter or Instagram) in text format only

with the consent of Sportcast. Regarding measures planned on an individual basis, the contracting partner must inform Sportcast and ask Sportcast for consent sufficiently in advance, at least seven working days before the planned measure. There is no claim to the granting of consent; likewise, granted consent may be withdrawn at any time with future effect.

- (3) Individual contracts including these T&Cs are exclusively subject to the law of the Federal Republic of Germany with regard to application and interpretation. Application of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is hereby excluded.
- (4) The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Cologne. However, Sportcast is additionally entitled to assert claims at the general place of jurisdiction of the contracting partner.
- (5) In the event of any conflicts between an individual contract and these T&Cs, the provisions of the individual contract shall take precedence over these T&Cs.
- (6) No additional verbal agreements have been made. Amendments or additions to the individual contract or these T&Cs – including this written-form requirement – must be made in writing in order to be valid.
- (7) The invalidity of individual provisions of these T&Cs shall not affect the validity of the other provisions. Invalid provisions shall primarily be replaced by provisions that most closely reflect the commercial purpose of the invalid provisions in a legally valid way. The same applies to any loopholes.