

## Commodity-Specific Terms and Conditions of Daimler Truck AG for Marketing Services, Photo and Video Production

Version 01/2025

### 1. Fees

- 1.1. If a total price (upper fee cap) is agreed, the fee shall be calculated in accordance with the contractual services actually performed, upon proof and taking into account the agreed prices.
- 1.2. DTAG is under no obligation to purchase in the amount of the upper fee cap. If the actual fee (fee calculated for the contractual services actually performed) falls below the upper fee cap in the contractual period, the difference between the actual fee and the upper fee cap is forfeited and cannot be carried over to a subsequent period or a follow-up order.
- 1.3. The contractor shall document the work performed, precisely specifying the purpose of the service according to type, location and time as well as indicating the full name and job title of the respective person providing the work. These performance records are to be prepared in a suitable form and forwarded to DTAG's responsible department for approval.
- 1.4. Unless otherwise contractually agreed, all external costs will be invoiced upon provision of documentary proof without surcharge (e.g. handling fees, agency fees, etc.), unless these are already included in the fee in accordance with the regulations regarding travel and ancillary costs and other agreements. Any kickback payments, refunds, reimbursements, cash bonuses or similar made by third-party providers to the contractor must be passed on to DTAG in their entirety. For further additional costs related to the order, a budget estimate will be calculated, which is invoiced without surcharge based on documentary proof.
- 1.5. Exclusively for the commissioning of "Event and Exhibition Personnel & Shuttle Services", the following is agreed, deviating from clauses 8.3 and 8.5 of the "Special Purchase Conditions for Non-Production Materials for Work and Services" and clauses 7.3 and 7.5 of the "Special Purchase Conditions for Non-Production Materials for Services": If shuttle services are provided within the scope of a contract for work and services or a service contract, the contractor undertakes to remunerate its employees deployed for this purpose with an hourly wage (gross) that is at least 35% above the currently valid minimum wage in accordance with the Minimum Wage Act in Germany (MiLoG). The contractor agrees with its subcontractors that they remunerate their employees deployed for these shuttle services within the scope of the contract with the aforementioned hourly wage (gross). This applies both to employees who are deployed in Germany and to employees who are deployed abroad if the minimum wage valid in the respective country at the time the service is provided is lower than the aforementioned hourly wage (gross).
- 1.6. The agreed price for the commissioning of photo/video productions is a fixed price.
- 1.6.1. The fixed price includes the fee for:
  - 1.6.1.1. the entire production incl. complete post-production and digital finalisation, including all ancillary costs (fees for photographers/videographers, costs for filming permits and for necessary technical and non-technical equipment)
  - 1.6.1.2. the transfer of ownership of the sound and image data carriers produced during the photo/film pro-

duction and a finalised master as well as two copies of supporting documents

- 1.6.1.3. the granting or purchase of the rights of use mentioned below
- 1.6.1.4. preparation of written minutes of the pre-production meeting (PPM)
- 1.6.1.5. storage and insurance of the photographic, video and raw material for one year
- 1.6.1.6. the additional services listed in the description of services
- 1.6.2. Any omission, significant reduction or change of individual items that are decisive for the fixed price calculation shall require the consent of DTAG and shall entitle DTAG to a corresponding reduction of the fixed price, unless the contractor proves that the total cost has not changed compared to the calculated cost due to additional expenses for other change requests by DTAG which it did not claim.
- 1.6.3. Sections 32 ff. German Copyright Act (UrhG) are expressly pointed out to the contractor. The Parties agree that it is the sole responsibility of the contractor to conclude the necessary contracts with authors and performers. The contractor shall not be entitled to an additional fee or an additional claim if an author and/or performer receives or is awarded a higher fee than was provided for in the contractor's calculation on the basis of the author's or performer's claim to an appropriate fee.

### 2. Intellectual property

- 2.1. The contractor waives any right for the authors of the material it provides to be named/credited as such. The contractor warrants that the authors shall waive their right to be named and credited as authors.
- 2.2. The contractor warrants that persons depicted have agreed to their depiction and the publication. This particularly applies to the use in press/public relations and in advertising by DTAG and third parties.
- 2.3. If no other written agreements are made, the contractor agrees, while observing the author's moral rights, that the material may be edited and changed in whole or in part, and in particular that it may be shortened and dubbed (including into other languages), and may be used in different formats than the original version, e.g. in montages or after digital photo-editing.
- 2.4. The contractor undertakes not to provide similar images to other agencies or other clients.
- 2.5. All work results must be delivered to DTAG in both open and closed format.
- 2.6. The following applies to photos and video footage:
  - 2.6.1. In particular, the contractor shall acquire and transfer the following exclusive rights to DTAG, unless otherwise stated in the description of services:
    - 2.6.1.1. The right to make the photo/video footage available to the public in whole or in part as often as desired in

all currently known reproduction methods, systems and media or other technical transmission methods.

2.6.1.2. The right to make the photo/video footage accessible publicly and non-publicly by using image or sound carriers and/or technical equipment, in particular in cinemas, at trade fairs, points of sale, exhibitions, festivals, for viewing purposes and on all audiovisual systems.

2.6.1.3. The right to reproduce, distribute, broadcast, show and transfer the photo/video footage in whole or in part to image/sound carriers.

2.6.1.4. The right to edit and change the photo/video footage in whole or in part, in particular to shorten and dub it (including into other languages), while observing the author's moral rights.

2.6.2. This authorisation of DTAG must also refer to the individual images and/or the individual sound sequences, even if they are only contained in excerpts of the material.

2.6.3. The contractor is obliged to forward to DTAG the contracts for the necessary acquisition of the rights of use from the performers, musicians, composers, etc. (photographers/videographers) without being requested to do so and without undue delay after these contracts are concluded.

2.6.4. The contractor guarantees that the photographers/videographers shall waive the right to be named and credited as authors; this does not apply to the participation of photographers and videographers in competitions and in cases of press and PR work. The contractor shall refrain from displaying its company name and/or company logo in the photo/video footage.

2.6.5. The supervising agency is authorised to use the photos/video footage or excerpts thereof for the purpose of self-promotion and participation in competitions for an unlimited period of time and free of charge. The Parties agree that it is the sole responsibility of the contractor to conclude corresponding agreements with authors and performers that enable the agency to use the work accordingly.

2.6.6. At DTAG's request, the contractor shall arrange for the consent of the photographers/videographers for the materials and services to be used outside their original context, whereby an agreement on the fee shall be reached between DTAG and the photographers/videographers prior to their use. If the contractor incurs considerable expenses as a result, it shall be entitled to invoice these at cost plus markup.

2.6.7. At DTAG's request, the contractor shall procure for DTAG the aforementioned rights to use performers, music and archive material beyond the originally agreed scope, against reimbursement of any costs incurred by DTAG plus markup. However, this requires a separate order.

2.6.8. The contractor shall support DTAG and its legal successors in asserting the rights pursuant to this clause in or out of court, in particular by providing information, making original documents and other documents available and performing or arranging for the assignment of rights to DTAG and/or its legal successors as necessary to realise the contract.

2.6.9. The Parties agree that all sound and image carriers (including negatives, duplicates and edited material) created during the photo/video production (raw data) become the property of DTAG at the time of their creation. The transfer shall be made up for by the contractor holding the sound and video carriers on behalf of DTAG from the time they are created.

2.6.10. The contractor shall be responsible for storing sound and image carriers and the tapes required for mixing music, speech and

sounds for a period of one year after acceptance of the final master. The fee is included in the manufacturing price. The contractor must notify DTAG before destroying the material.

### **3. Acceptance for photos/video footage**

3.1. The photo/video footage must be approved by DTAG: once after the screening of the rough cut version and a second time after submission of the final master.

3.2. Acceptance of the rough cut covers the artistic and technical design as well as compliance with the binding specifications of DTAG.

3.3. The approval of the final master covers visual effects, text overlays, dissolves and other optical work as well as sound and picture quality (especially colour matching).

3.4. At DTAG's discretion, acceptance shall take place remotely or on site at DTAG's office or at the agency's registered office in the presence of the contractor or its authorised representative. The result of the respective acceptance shall be confirmed to the contractor in writing without undue delay.

3.5. After acceptance is granted, the contractor shall provide DTAG with a copy of the final master in the format requested by DTAG.

### **4. Warranty for photos/video footage**

4.1. DTAG may demand that parts of the photos/video footage be produced again instead of undergoing subsequent improvement if DTAG can prove that it cannot reasonably be expected to accept the subsequent improvement.

4.2. If the contractor is in default with the subsequent improvement or new production even after DTAG issues a prior written reminder with a set deadline, DTAG may have the subsequent improvement or new production carried out by a third party at the contractor's expense. At DTAG's request, the contractor shall surrender all material already produced. In this case, DTAG shall be entitled to have not only the subsequent improvement or new production, but also the further execution of the contract carried out by a third party at the expense of the contractor, whereby DTAG shall endeavour to have production carried out as cost-effectively as possible, taking into account the specified quality framework.

### **5. Confidentiality for photos/video footage**

The contractor may only make, acquire, distribute or show copies for its own or third-party purposes with the prior written consent of DTAG, with the exception of copies for sample screenings of the photos/video footage, but only once the photo/video footage is in use. Test screenings do not count as use. For screenings at photography/film competitions and similar events, e.g. the German Advertising Film Forum, the prior written consent of DTAG must be obtained, which DTAG will not withhold on unreasonable grounds.