

vendor ID*	
product description*	
§ 50a EStG** – relevance	yes ☐ no ☐
frame contract agreement	yes ☐ no ☐
commodity code	
project code	
cost centre	
project manager*	
target date/delivery time*	

Scope of order

customer/date
order placed by Deutsche Bank according to conditions at hand on
signature(s)

“based on German law”

1. Scope of the Contract

These conditions apply to the performance of the services and delivery of the work as agreed upon between the Parties in the contract/order form. Deutsche Bank (hereinafter called “Bank”) shall provide the contractor (called “agency” as well) with all relevant information and materials which are necessary for the contractor to perform the services and deliver the work and shall carry out such cooperation which is reasonable without undue delay. In this regard, contractor advises the Bank which may rely on the contractor requesting the Bank’s cooperation in due time.

The contractor accounts for misunderstandings in connection with the performance of the services and the delivery of the work, unless the Bank is liable for such misunderstandings. Should the contractor ascertain lack of clarity with regard to the performance of the services and the delivery of the work, the contractor must immediately inform the Bank and clarify the same.

2. Granting of rights of use

- (1) The contractor grants to Deutsche Bank (hereinafter called “Bank”) the exclusive right to use the copyrighted works of the contractor created in the course of executing this contract – with no restriction as to space, time and content and said right also being transferable to third parties.
- (2) On the basis of the right to use granted above, the Bank shall, in particular, be entitled at any time to translate all of the work, or part of it, into foreign languages and to utilise, reproduce, publish, distribute and sell any eventual advertising matter, media, or other advertising forms, and to assign to third parties the responsibility for implementing such action. In particular, the Bank shall be entitled to use the work for creating homepages on the Internet and similar online services.
- (3) Exploitation on the Internet includes the right to duplicate the work, on vision and/or sound media, and to load the work into the main memory for the purpose of digitalisation, in whole or in part. It includes the right to distribute the work by way of online services (Internet, www, E-mail, and similar networks) and/or on CD-ROM, to keep ready for delivery, and to display to the public, to undertake abridgements and other alterations considered to be desirable for technical reasons or with regard to commercial exigencies, and also the right to redesign, abridge or transform the work while respecting any copyright in dramatic character and appreciating the ban on misrepresentation.
- (4) Contractor guarantees that it has not otherwise disposed and will not – for its own or third party benefit – of the rights it grants to Deutsche Bank.

3. Copyright of third parties

- (1) The contractor warrants that the copyright of third parties will not be violated. In particular, the contractor assures that photographed models are in agreement with the duplication of photographs made of them, and their use with no restriction as to circulation, use in time and distribution in space in respect of all means of communicating advertisements. Contractor shall provide Deutsche Bank with the agreement upon its request.
- (2) If third parties enjoy copyright, the contractor assures that he has been granted the exclusive transferable copyright rights of use of the third parties with no restriction as to space, time and content, and makes over all of said rights of use to the Bank.
- (3) Should, despite paragraphs (1) and (2) above, third parties (in particular, the photographed models) assert claims against the Bank for violation of copyright, the contractor shall undertake, unconditionally and irrevocably, to indemnify the Bank, and to make good for any kind of loss the Bank may suffer as a consequence of the assertion or satisfaction of said claims.

4. Engagement of third parties

- (1) If the contractor has been ordered to create communication media, he undertakes to do this himself, or assign production to a third party – nominated or approved by the Bank – on his own behalf and for his own account, based on the production documents placed at his disposal.
- (2) If the contractor engages third parties to help him execute the contract, he will be liable in respect of damage/shortcomings created by them, as if they were his own fault.
- (3) Otherwise, any legal claims remain unaffected; in particular, the contractor will undertake to cede to the Bank at its request any claims he may have on a third party.

5. Final proofs

Before printing commences, the contractor will submit the Bank two copies of final proofs, paper/ dummy copies and colour proofs, for inspection. The Bank will endorse one copy, and hand it back to the contractor. Such an endorsement will have effect only if it is signed by the project manager.

6. Samples of print quality

- (1) Prior to delivery, samples of print quality, the number to be agreed with the project manager, will be forwarded to the Bank. The contractor will warrant that the quality of samples will be the same as the quality of the total print run.
- (2) If the quality samples differ from the endorsed print copies concerning the technical tolerances, the Bank will be entitled to demand price concessions (reduction), or a reimpression.
- (3) The extra expense of a reprinting will be for the account of the contractor.

7. Delivery note

Delivery must be accompanied by a delivery note (single copy) showing the contract/order number, the product, communication medium, and the name of the project manager and department.

8. Non-compliance with time limit

- (1) The contractor will execute the work described in the contract/order hereof within the contractually agreed period of time. If it seems likely that this period of time will not be kept to by the contractor, it will be the duty of the contractor to give immediate written notice of this to the Bank.
- (2) Should the contractor not fully perform within the contractually agreed time, the Bank will grant a reasonable respite to the contractor for him to complete his work. However, should the contractor still not meet this respite, the Bank will be entitled to cancel the contract and to demand compensation in place of performance from the contractor.
- (3) Legal claims, in particular claims for the loss suffered as a consequence of the contractor’s failure to keep to respect the schedule remain reserved.

9. Cost overrun

- (1) The price indicated in the contract/order is a fixed price, as payment in respect of all incidental expenses and of all work done in completing the contract, including the grant of rights. The fixed price is plus VAT.
- (2) Should proof sheets accrue in excess of the normally acceptable scale, or should the contract be increased, then, before proofing/ supplementary work is commenced, an estimate of the extra expense will be submitted to the Bank, and the written approval of the latter obtained. Any extra work completed without adhering to this procedure will not be paid for on a separate basis, unless completed on the specific written instructions of the Bank. This also applies when the additional proofing/supplementary work arises from changes requested by the Bank.

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10. Payments in advance, part-payments

- (1) Where the Bank effects advance payments, it reserves the right to demand a down payment bond from a major bank or savings bank.
- (2) The Bank is entitled to a reasonable part-payment, as far as reasonable for the contractor.

11. Billing

The contractor shall undertake to provide verification concerning the expenses charged for by third parties engaged by him (in particular, manufacturers and subcontractors).

12. Invoices

- (1) Invoices are to be sent in duplicate, and must show the contract/order number, the product, communication medium, and the name of the project manager. The invoice must be accompanied by a copy of the contract/order.
- (2) In the case of printed matter, each advertisement must be accompanied by two print-quality samples.

13. Charges account

Any travelling expenses incurred during the completion of the contract need to be approved in advance by the Bank and paid for by the client in accordance with the “Travel Expenses Policy of Deutsche Bank AG and its Related Companies for Advertising Agencies and their Employees in connection with the Production of Advertising Material” dated June 17, 2002. The Travel Expenses Policy is an element of these order conditions and can be found in the Annex to this document.

14. Warranty/liability

- (1) The contractor warrants that the work to be done and the items to be supplied by him are in conformity with the requirements described in the contract/order and the production documents as approved by the Bank, and do not contain any material defects or deficiencies in title.
- (2) The warranty is subject to legal regulations.
- (3) If the work to be done, or the items to be supplied by the contractor are not in conformity with the requirements described in the contract/order, or if they contain any other defect, then the employer will enjoy his statutory rights as to warranty. Should the contractor fail to rectify the defects within a reasonable time, as determined by the Bank, or should the contractor fail to supply the work to be done or the items to be supplied anew, the Bank will be entitled to rectify the defects itself, or commission third parties to do so, and will be entitled to demand compensation from the contractor in respect of the additional expense so incurred.
- (4) Should the Bank suffer any kind of loss due to the performances rendered by the contractor, the latter's liability will be determined by the statutory provisions. At the request of the Bank, the contractor will produce proof of insurance taken out by himself; the amount covered must be in an adequate proportion to the size of an order.

15. Restraint on trade/obligation of secrecy/data protection

- (1) The contractor shall undertake not to work for another financial and/or credit institution during the execution of this contract and through to its completion, if said institution is a direct competitor of the Bank.
- (2) The contractor shall undertake not to disclose or allow third parties access to any kind of material of which he obtains knowledge during the execution of this contract, insofar as such material is not required to be provided when the third parties are engaged as sub-contractors. Material means any information about Deutsche Bank and any technical or economical information relating thereto that Deutsche Bank disclosed to the contractor orally, in writing or in any other means (e.g. electronically), like but not limited to data, drawings, drafts, sketches, plans, descriptions, specifications, calculations, experiences, procedures, samples and confidential technical know how. There will be no duty of secrecy if the

information in question was already known to the contractor before he accepted the contract, or if it was already public knowledge or became public knowledge during the execution of the contract without the breach of a confidentiality agreement. Upon Deutsche Bank's request, Contractor shall return to Deutsche Bank or destroy any Information (including copies, duplications et al.), irrespective whether in writing or electronically recorded within a period set by Deutsche Bank, however, within two weeks upon receipt of the request at the latest. If contractor destroys the information it shall send a written confirmation about the competent destruction of the information to Deutsche Bank within the respective period.

In case the Contract includes the collection, processing or use of personal data by contractor for Deutsche Bank, the Parties shall close a respective agreement for data protection in data processing.

- (3) If the contractor engages third parties as agents, in particular as subcontractors, it shall be his duty to impose a corresponding obligation of secrecy on them also.
- (4) Insofar as nothing to the contrary has been agreed, the obligation of secrecy expires one year after completion of the contract.
- (5) The contractor shall be responsible for the respect and application by the relevant rules of data protection law.

16. Working documents

The contractor shall undertake to impose the obligation on the producers of the working documents that they make over to the Bank all working documents (e.g. films, lithographs, clichés, tools) and keep these safe for the Bank free of charge, and to mark them as being the property of the Bank. At the Bank's request, the contractor will place, free of charge, the working documents that are in his possession at the former's disposal, these being stored on suitable data media which are backed up for any possible reuse. The contractor will be liable in respect of loss which occurs during the custody of the documents, i.e. is obliged to take the due care and diligence customary for his own affairs. Any destruction of the working documents must first be agreed with the Bank.

17. References

The contractor must not use the Bank or any of the projects as reference towards third parties or otherwise use the Bank or any of the projects in advertising material without the prior approval of the Bank.

18. Place of fulfilment

The place of fulfilment, in respect of the liability of the Bank, is Frankfurt am Main.

19. Legal venue

The legal venue is Frankfurt am Main, provided the contractor is a businessman.

20. Other agreements

- (1) In the absence of written agreement to the contrary, the Bank does not recognise the terms and conditions of the contractor. Only these contractual terms and conditions apply.
- (2) Any changes and supplements to the order and to this agreement must be in writing to be effective. Any waiver of the requirement for written form must itself be in writing. Only the project manager, or one of the persons signing on behalf of the Bank on the contract/order, shall be entitled to negotiate written changes to this contract or its basic terms and conditions on behalf of the Bank.
- (3) If a framework agreement with the contractor exists, it will constitute the basis of this contract; the provisions laid down in the framework agreement take precedence over these terms and conditions.
- (4) The contract and its performance are governed by the laws of the Federal Republic of Germany.

Travel expenses policy of Deutsche Bank AG and its related companies

for advertising agencies and their employees in connection with the production of advertising material, June 17, 2002

All travel of agency employees in connection with the production of advertising material is hereby regulated by this policy, which applies to Deutsche Bank AG as well as all of its Group-related companies (hereinafter together referred to as "BANK"); all exceptions require prior consultation and written agreement.

1. In general:

The Bank reimburses travel expenses of agency's employees only after prior consultation and written approval by the Bank. The agency must provide the Bank with photocopies of the flight or train tickets or rental car bill and, if applicable, the hotel receipt as evidence for the travel expenses. The travel expenses paid by the Bank serve to cover all costs incurred in connection with the trip of the agency staff member, such as, for example, any lodging, food and beverages, taxis at the location of work, telephone and other communications costs, excepting the costs for transporting the employee to the location of work. The transportation costs are refunded separately by the Bank according to the provisions of the following paragraph. The agency is responsible for insuring its employees itself; the Bank does not provide insurance in this regard.

As means of transportation, the BANK accepts Business Class for international flights and Economy Class for domestic flights, 2nd Class for train travel and midsize standard for rental cars, and refunds the actual costs incurred for the transportation according to these provisions. If the travelling employee of the agency uses his/her own (private) car, the Bank reimburses the travel expenses based on the mileage allowance prescribed by law. If the travelling employee of the agency uses a company car, the Bank does not reimburse any travel costs. The agency shall endeavour to take advantage of less expensive special rates, if possible.

The Bank assumes that agency employees who travel in connection with the production of advertising material are, during these trips, working exclusively for the Bank. If agency employees, in exceptional cases, are, within the framework of the trip, not working exclusively for the Bank, then the agency is required to bill the travel expenses only at an appropriate percentage rate of the costs incurred. Upon payment of the travel expenses as agreed upon, this satisfies all possible claims of the agency and/or each respective agency employee for the refund of all costs incurred in connection with the respective trip.

2. Film production

In connection with film productions, the Bank reimburses travel expenses only if shooting takes place at least 150 km from the domicile of the agency and only after prior consultation and written approval. The travel expenses shall be paid for a maximum of two agency employees. Should shooting take place within a radius of 150 km from the domicile of the agency and/or more than two agency employees travel to the shoot, the agency shall cover such travel expenses itself.

The agency may select the employee at its discretion; it must, however, include at least one creative content decision-maker. Should one agency employee be sufficient to monitor the work, the agency shall send only one employee and the Bank shall pay the travel expenses for one employee according to the provisions of No.1. Should the complexity of a production job, in exceptional cases, justify more than two agency employees, this requires prior approval. Should the Bank approve the travel of more than two employees, it will pay the travel expenses for the approved employees also in accordance with No.1. In other cases, the agency shall cover the travel expenses for the additional employees itself.

3. Photo shooting

In connection with photo shoots, the Bank pays the travel expenses specified under No. 1 only if the photo shoots take place at least 150 km from the domicile of the agency and only after prior consultation and written approval. The travel expenses are only paid for one agency employee who has creative content decision-making authority.

4. All other reasons for travel

For travels based on all other than the above mentioned reasons, The Bank shall cover the travel expenses for a previously defined number of persons and travel days based on these guidelines only after prior consultation and written approval by the Bank.