



## GRANT OF RIGHTS, REPRESENTATIONS AND WARRANTIES

**April 18, 2016**

1. Except as otherwise provided by individual contract, the provisions below shall apply in respect of utilization rights applicable to copyrights in Contractor's works being the subject matter of this Agreement (hereinafter collectively referred to as "Contractor's Services"):

2. With regard to all Services to be rendered by Contractor under the terms of this Agreement, Contractor will, as from the moment of the performance of such Services, grant Messe München GmbH and its associated companies, for the purposes of § 15 of the AktG [i.e. the German Stock Corporation Act], all utilization rights applicable to copyrights and other protective rights relating to the Services to the extent that the same shall be exclusive, unlimited in time, territory, and contents, as well as freely transferable. The grant of rights as aforesaid will include the right to comprehensively utilize all of Contractor's Services for all media as well as known and unknown types of utilization, particularly print, television, cinema, video, and online/the Internet including social-media platforms and campaigns, and other browser or smartphone applications.

In particular, Contractor hereby grants Messe München GmbH and its associated companies, for the purposes of § 15 of the AktG, the following exclusive utilization rights, unlimited in time and territory, in respect of Contractor's Services:

- (a) the right of reproduction, hire-out, archiving, performance in public, and propagation;
- (b) the right to make Contractor's Services available on an on-demand-basis, i.e. to retrieve and store the Services from Contractor, to hold the same available for the public and transmit the same to one or several retrieval terminals, in all analogue or digital electronic databases, electronic data networks, and networks of providers of telecommunication services;
- (c) the right of performance in public, i.e. the right to perform in public and utilize Contractor's Services commercially or non-commercially in all manner of media and on all data carriers using any and all analogue and digital methods and technologies;
- (d) the right of arrangement, i.e. the right to rearrange in any way, edit, or further develop, any and all of Contractor's Services, either by Messe München GmbH itself or by any third party commissioned by Messe München GmbH;
- (e) the right of advertising, i.e. the right to utilize Contractor's Services for promotional purposes, including in any other media whatsoever and outside of the Internet and, in particular, for purposes of the press and other purposes of communication in public.
- (f) The grant of rights will also include the utilization of excerpts from Contractor's Services, and any utilization in connection with other works.



3. The grant of rights as aforesaid will also include the assignment of exclusive and non-exclusive rights of utilization for any conceivable purpose, including promotional purposes, to any third parties.

4. The grant of rights as aforesaid will also include all third-party materials and pre-existing contents used in connection with Contractor's Services by third parties and by Contractor. In the event of Contractor commissioning third parties to render the Services, Contractor hereby represents and warrants that any such party's utilization rights shall have been acquired to such extent as hereinabove de-scribed, and shall also be transferred to Messe München GmbH and its associated companies for the purposes of § 15, AktG.

5. Contractor hereby represents and warrants that Contractor shall have the right to make disposition of the rights being the subject matter of this Agreement (including any third-party rights pursuant to Clause 2. above), that Contractor has not disposed otherwise, and/or will not dispose otherwise, of the said rights, and that these rights are not encumbered with any third-party rights of any kind whatsoever.

6. In cases where Messe München GmbH will be using the work being the subject matter of this Agreement for logging, archiving, or promotional purposes, Contractor hereby waives its right to be named as copyright holder in any credits, ensuring that in cases where Contractor is not the author, such author will issue a disclaimer to the same effect. In other respects, the designation of author(s) will be carried out in the customary manner.

7. To the extent that subsequent to any individual contract personal data will be transferred to Messe München GmbH, Contractor hereby represents and warrants that such data may be used by Messe München GmbH for the purpose described in such individual contract, and that any such use will not be in breach of the relevant data-protection legislation.

8. Contractor hereby undertakes to indemnify Messe München GmbH and/or its legal successor's up-on first request from any and all claims asserted by third parties in connection with the Services to be rendered by Contractor in accordance with the terms and conditions of this Agreement. Contractor will be liable for any loss incurred by Messe München GmbH on account thereof, including the costs of prosecution and defense.

9. Whenever there may be any encroachment by a third party upon any of the rights transferred hereunder, Contractor will be under an obligation to take all appropriate measures to avert any such encroachment, as well as to inform Messe München GmbH thereof immediately upon having taken cognizance of any such encroachment. In the event of any third-party encroachment on rights transferred to Messe München GmbH under the terms of this Agreement,



Messe München GmbH will have the right to take by itself appropriate measures to avert any such encroachment.

10. In any case of termination of this Agreement by either of the Contracting Parties, irrespective of the legal grounds for such termination, Messe München GmbH will continue to be the holder of the rights transferred to it under the terms of this Agreement.

11. Messe München GmbH will acquire ownership of all materials created by Contractor in connection with the performance of its Services, at the time of such creation. The requirement of delivery to Messe München GmbH shall be replaced with the proviso that Contractor will hold the same in safe custody on behalf of Messe München GmbH free of charge for a period of three years (unless such objects may have been delivered promptly to Messe München GmbH), and will upon request deliver the same immediately to Messe München GmbH at any time.

12. The conditions mentioned before do not apply for software sourcecodes unless it is agreed by the parties in written form.