

SUPPLEMENTARY TERMS AND CONDITIONS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

Additional Terms and Conditions to the General Terms and Conditions of Purchase of Lufthansa Group

1. Contractual Basis

These Supplementary Terms and Conditions for the Procurement of Architectural and Engineering Services ("AVB_Planning") apply in addition to the General Terms and Conditions of Purchase of the Lufthansa Group, version dated 09/2025 ("GCP", available at https://www.lufthansagroup.com/en/suppliers.html). They contain specific provisions applicable when Deutsche Lufthansa Aktiengesellschaft ("DLH") or another company affiliated with DLH pursuant to Sections 15 et. seq. AktG ("Group Company") (DLH/Group Company hereinafter referred to as "Client" or "CL") procures architectural and engineering services from the Contractor (hereinafter referred to as the "Contractor" or "CT"). The components of this contractual relationship in the order of precedence and - in the event of contradictions - hierarchical ranking, are as follows:

- a. the Client's order letter including annexes or, if the Client waives the issuance of a separate order letter, the purchase order with order number including annexes;
- b. these AVB_Planning;
- c. the GCP;
- d. the generally accepted rules of technology at the time of acceptance, in particular the European Standards (EN) of the European Committee for Standardization (CEN) or the European Committee for Electrotechnical Standardization (CENELEC), the General Technical Contract Conditions for Construction Work (VOB/C), all DIN standards of the German Institute for Standardization (DIN), as well as the VDI, VDE, and VDS regulations, the

- technical building regulations introduced by the building supervisory authorities of the German Institute for Standardization (DIN); furthermore, all TÜV regulations, all relevant public law regulations, laws and ordinances, and local statutes affecting the construction project, as well as the regulations and requirements of all private or public utility providers;
- e. the Regulations for external companies regarding occupational safety of employees working on the premises of the Lufthansa Group (available at https://www.lufthansagroup.com/en/suppliers.htm https://www.lufthansagroup.htm https://www.lufthansagroup.htm https://www.lufthansagroup.htm https://www.lufthansagroup.htm https://www.lufthansagroup.htm <a href="https://www.lufthansagroup.htm
- f. aviation security requirements applicable to the designated security area at the respective airport location where the service is performed;
- g. the applicable airport usage regulations (e.g., for Frankfurt Airport, the current version available at http://www.fraport.de, for Munich Airport at http://www.nunich-airport.de, for Hamburg Airport at http://www.hamburg-airport.de);
- h. the provisions of the HOAI (Fee Structure for Architects and Engineers) in the version applicable at the time of contract conclusion;
- the provisions of the German Civil Code (BGB), in particular those governing contracts for work and services (§§ 631 et seq.) and contracts for architectural and engineering services (§§ 650p et seq.), in the version applicable at the time of contract conclusion.

2. Services of the Contractor

2.1 The Contractor's services must, in each service phase, comply with the agreed contractual components and contractual basis, in particular the project objectives, as well as the principle of economic efficiency, including with regard to future maintenance and operating costs.

The Contractor shall take all necessary measures to ensure the timely and cost-effective performance of its services while maintaining the agreed quality. Artistic, creative, and other design ambitions must be subordinated to the mandatory cost ceiling and need-based design.

To achieve these objectives, the Contractor undertakes to cooperate at all times, in particular by promptly informing the Client in writing if the achievement of the contractual objectives appears to be jeopardized by project managers, other planning participants, consultants, appointed experts, subsidiaries of the Client, executing companies, authorities, neighbors, or other third parties.

- 2.2 To the extent that general service catalogs, particularly those of the HOAI, are incorporated to describe the scope of services, a distinction is made between basic services and special services. The Contractor shall deliver the planning results specified therein as partial results, provided they are agreed upon at the time of contract conclusion or subsequently commissioned as part of a phased call-off.
- 2.3 Service phases or individual services from the scope of services attached to the order letter that are not commissioned with the order letter may be commissioned by the Client through a separate written call-off, either individually by project or service phase, or by basic and special services or areas of activity, with reference to individual subprojects, construction phases, buildings, plant groups, or parts thereof, by way of contract extension. The Contractor shall inform the Client in text form in a timely manner of the latest possible date by which such a call-off is required to ensure uninterrupted performance and adherence to project deadlines. The call-off must be made no later than six months after completion of all services by the Contractor from the last commissioned service for the respective construction component; however, the period does not begin before the Contractor's notice under sentence 2 is received by the Client.
- 2.4 Beyond the services already commissioned under the contract, the Contractor shall have no entitlement to the call-off of further services or service phases by the Client. The Contractor may not derive any further rights of any kind from the phased or optional commissioning or non-commissioning, in particular no claims for assignment or for damages/compensation due to non-commissioning of such services.
- 2.5 The place of performance and fulfillment for all services of the Contractor is the location of the construction project.

3. Obligations of the Contractor

- 3.1 If the parties have agreed on a construction cost ceiling, this shall constitute a planning objective and a specification of quality for the Contractor. The Contractor does not assume a strict liability guarantee for compliance. However, the Contractor undertakes to plan within the framework of the specified planning objectives, observing the principles of economic efficiency and cost responsibility. As part of proactive planning, the Contractor shall inform the Client at the earliest possible stage of any cost risks that may become apparent during the planning process and propose measures to ensure compliance with the construction cost ceiling.
- 3.2 To enable the Client to monitor scheduling, the Contractor is obligated to submit regular (at least monthly, during the first week of each month) schedule control reports to the Client, comparing planned versus actual progress of planning and execution services, including explanations in accordance with the Client's specifications.
- 3.3 Specifications or service descriptions for the executing companies must be prepared on the basis of a fully completed implementation plan and a reliable quantity determination derived from it. Deviations from this requirement are only permitted with the prior written consent of the Client.
- 3.4 Within the scope of the agreed services, the Contractor shall inform the Client without being prompted and also upon request of all significant circumstances arising during the performance of its duties, particularly any impending or actual deviations in quality, schedule, or cost, and shall do so without delay and at least in text form. The Contractor shall also submit proposals for solutions. Furthermore, the Contractor shall promptly notify the Client in text form if there is potential for optimization or cost savings regarding ongoing operating costs. The Client's expertise does not reduce the Contractor's performance obligations.
- 3.5 Upon request, the Contractor shall promptly provide the Client with information about its services without special compensation. In addition, the Contractor shall inform the Client during regular meetings, as needed and at least biweekly, about the project's progress and the essential content of its discussions and negotiations with project participants. The Client is entitled to request special meetings in justified cases. Discussions with authorities shall only be conducted by the Contractor after prior coordination with the Client.
- 3.6 The Contractor is obligated to safeguard the rights and interests of the Client within the scope of the services assigned to it. Accordingly, as a fiduciary of the Client, the Contractor may not represent the interests of third parties involved in the project against the Client.
- 3.7 If the Contractor has concerns regarding the application of the documents listed in the contractual basis or the applicable regulations and guidelines, or if it identifies gaps, overlaps, or contradictions, it shall notify the Client immediately and in text form. In such cases, the

Client shall make a binding decision as soon as possible in accordance with § 315 BGB (reasonable discretion). Statements and specifications in the documents listed in the contractual basis, as well as in any future contractual documents, do not release the Contractor from its obligation to independently verify and from its responsibility for the accuracy and completeness of the services it owes.

- 3.8 To perform its own services, the Contractor must promptly request the necessary information, documents, and plans from the Client or other project participants so that the project schedule is not impaired and all deadlines can be reliably met.
- 3.9 Upon the Contractor's request, the Client shall inform the Contractor about the services to be provided by other professional participants whose coordination is not the Contractor's responsibility, and about the deadlines/timelines agreed with them. The Contractor is then obligated to provide the necessary information and documents to these other participants in a timely manner so that they can perform their services properly and on time. The Client may, at its reasonable discretion, specify when it or other professional participants require specific services from the Contractor. The Contractor must then provide the required service at that time and deliver it to the Client. If the Contractor cannot deliver the required service on time, it must provide a written justification explaining why this is not possible and why the Client's request does not meet the standard of reasonable discretion.
- 3.10 The Contractor shall submit its planning for each service phase to the Client for approval. Such approval does not constitute legal acceptance. The Contractor's liability for the accuracy and completeness of its services is not limited by the Client's receipt and approval of work results.
- 3.11 The Contractor shall promptly inform the Client of all circumstances that may give rise to claims against parties involved in the design, planning, and construction of the project. However, the assertion of such claims is the sole responsibility of the Client.
- 3.12 If disagreements arise between the Contractor and other parties involved in the design, planning, or construction of the project, the Contractor is obligated to notify the Client immediately in text form.
- 3.13 The Contractor must ensure in a timely manner that there are no legal obstacles or concerns preventing the performance of its services. The Contractor undertakes to notify the Client of any such obstacles or concerns without delay and in text form.
- 3.14 The Contractor undertakes to comply with the statutory provisions for combating illegal employment, the Posted Workers Act, the Temporary Employment Act, the prohibition of illegal employment of foreign nationals, and the provisions of social security law, particularly regarding the payment of statutory contributions, including applicable collective bargaining provisions and the Minimum Wage Act. The Contractor is obligated to indemnify the Client against all claims by

its employees, the employees of its subcontractors, and all employees of further downstream subcontractors and any temporary workers, as well as claims by tax authorities and social security institutions. This applies in particular, but not exclusively, to claims under § 14 AEntG, § 13 MiLoG, and other statutory or – if applicable – collective bargaining provisions imposing liability on the Client.

- 3.15 The Contractor declares that it complies with its obligations toward the following authorities and institutions and can provide the Client with the following documents upon request:
 - a. Current clearance certificate from the competent tax office (not older than three months)
 - b. Current clearance certificate from the social security institution, including copies of social security cards and, if applicable, work permits for its employees and those of its agents
 - c. Current clearance certificate from the health insurance providers (not older than three months)

The Contractor also declares that it will require its subconsultants to comply with the above obligations.

4. Remuneration

- 4.1 The Contractor shall receive the fee agreed upon in the order letter for the services to be provided. This fee also covers all services rendered by the Contractor prior to the conclusion of the contract.
- 4.2 The services covered by the fee also include planning changes or additions requested by the authorities involved in the approval process, provided these were foreseeable for the Contractor at the time of contract conclusion.

5. Modification of Scope of Services

- 5.1 The parties agree that the intended work result consists of achieving the defined project objectives and the progressive development of defect-free buildings within the overall context of the Client's technical, economic, and scheduling requirements.
- 5.2 Minor changes in services shall be provided without additional remuneration. Different proposals and elaborations by the Contractor regarding design, construction, functionality, or economic aspects during the planning process and before the completion of individual planning phases are part of the normal scope of services covered by the agreed fee and shall not be considered changes in services.
- 5.3 If the Client requests changes to the agreed work result or changes necessary to achieve the agreed work result (hereinafter: "Changes"), the Contractor shall promptly submit a proper, verifiable, and written offer to the Client detailing the cost and schedule implications of the changed or additional services. In the event of a change to the agreed work result, the Contractor is only required to submit an offer if the execution of the change is reasonable for it. If the Contractor claims

internal reasons as grounds for the unreasonableness, it bears the burden of proof.

- 5.4 The parties shall seek mutual agreement on the change and the corresponding additional or reduced remuneration. If no agreement is reached, the Client may order the execution of the change. Such an order should generally be issued only after 30 days from the receipt of the change request by the Contractor. However, the Contractor must comply with an order from the Client before the expiration of 30 days in the following cases:
 - a. in case of imminent danger;
 - b. in the event of a planning or construction stop order;
 - c. if, based on the specific circumstances, it can be assumed that an agreement on the service to be performed and its remuneration has been reached or has definitively failed;
 - d. if the Client's interest in the immediate execution of the ordered service clearly outweighs the Contractor's interest in a prior agreement on remuneration. The Contractor retains the right to object on grounds of unreasonableness;
 - e. the Client's overriding interest in immediate execution is presumed if the value of the service associated with the requested order does not exceed 1% of the original contract sum (de minimis threshold) and the total of such ordered services does not exceed 10% of the originally agreed fee. The Contractor retains the right to object on grounds of unreasonableness.
- 5.5 If the Client orders changes as defined above, the parties shall determine the amount of remuneration by mutual agreement wherever possible. If the parties agree to billing based on hourly rates, the agreed hourly rates shall apply. Otherwise, § 650q subsec. 2 BGB shall apply.

6. Time-Based Fee

- 6.1 If and to the extent that the parties agree in writing on remuneration based on time spent, the fee shall be calculated based on the time spent as evidenced by the Contractor. In this case, the Contractor must submit corresponding records to the responsible project manager of the Client at least every two weeks. These records must include the following information:
 - a. the date;
 - b. the project name;
 - c. the type of service;
 - d. the names of the respective employees and their professional, wage, or salary group;
 - e. the time spent per employee.
- 6.2 The countersignature of the records does not constitute acknowledgment by the Client of the services listed therein. The Client reserves the right to verify whether the services were actually performed and whether they are subject to time-based billing.

7. Deployment of Contractor Personnel, Project Management

- 7.1 The Contractor undertakes to ensure continuous staff presence such that comprehensive and professionally competent service delivery and communication with the Client and project participants is possible during each project phase. Either the project manager or their deputy must be able to attend meetings on-site during regular business hours. The Contractor must ensure that the project manager and their deputy are covered during vacation periods and potential illness. Vacation or illness does not justify failure to perform or delay in performing the services owed under this contract.
- 7.2 The designated project manager must have completed professional training (degree in Engieering or equivalent) and possess relevant professional experience, acquired through comparable projects, of at least 5 years. Exceptions require the express consent of the Client.
- 7.3 The designated project manager on the Contractor's side shall serve as the point of contact and coordinator (project management) for all aspects of the construction project. Project management may not be transferred to another person without the Client's written consent.
- 7.4 The Client is entitled, at any time and with justification, to request the replacement of the project manager if there is good cause related to the individual in question that makes continued cooperation unreasonable. In such a case, the Contractor is obligated to carry out the replacement of the respective employee within a reasonable period.

8. Payment Terms

- 8.1 The Contractor is entitled to issue interim invoices designated as "partial invoices." The designation "partial invoice" is for internal accounting purposes only and does not affect the legal nature of the invoice as an interim invoice under § 632a BGB or § 15 sentence 2 HOAI. These interim invoices must clearly and comprehensibly account for the services rendered and invoiced to the Client. The invoices must indicate which services were performed by the Contractor at the time of invoicing. VAT must be shown separately.
- 8.2 Upon completion of the services, submission of documentation, and acceptance, the Contractor is entitled and obligated to submit a verifiable final invoice within four weeks. Submission of a verifiable final invoice is a prerequisite for payment in accordance with §§ 650q, 650q subsec. 4 BGB.
- 8.3 The final invoice is verifiable if it contains a clear breakdown of the services rendered and is comprehensible to the Client. Accordingly, the Contractor is also obligated to submit all work results and other documents necessary for the verification of the final invoice. Payments already made must be listed in the final invoice, indicating the respective services for which they were made.



- 8.4 The final invoice is deemed verifiable if the Client does not raise justified objections to its verifiability within 30 days of receipt.
- 8.5 In the event of an overpayment, the Contractor must return the excess amount received and any actual benefits derived from that amount, excluding the VAT portion, from the time of receipt. The Contractor may not invoke the loss of enrichment under § 818 subsec. 3 BGB.

9. Contractual Penalty

The parties have agreed on binding deadlines (contractual deadlines) for the performance of services. These deadlines are specified in the order letter and are decisive for the contractual penalty in the event of culpable delay in meeting the planning completion date or individual interim deadlines.

9.1 Contractual Penalty - Completion Date

If the Contractor is in default with the agreed completion date, it is obligated to pay a contractual penalty of 0,2% of the net contract sum for each commenced business day of culpable delay, but not exceeding 5% of the net contract sum.

9.2 Contractual Penalty - Interim Deadlines

If the Contractor is in default with one or more agreed interim deadlines designated as contractual deadlines, it is obligated to pay a contractual penalty of 0,2% of the proportional net contract sum for the performance owed up to the affected interim deadline(s) for each commenced business day of culpable delay, but not exceeding 5% of that proportional net contract sum.

9.3 No Accumulation

There shall be no accumulation of individual contractual penalties. If multiple contractual deadlines (completion date and one or more interim deadlines) are culpably exceeded, any contractual penalty incurred for one or more preceding interim deadlines shall be credited against any subsequently incurred contractual penalty. The total contractual penalty is therefore limited to a maximum of 5% of the net contract sum.

9.4 Claims for Damages

The Client's claims for damages due to culpable exceeding of the completion date or one or more interim deadlines remain unaffected in addition to the contractual penalty. Any contractual penalty incurred shall be credited against such claims for damages.

9.5 Changes to Contractual Deadlines After Contract Conclusion

If contractual deadlines are postponed – without a fundamental reorganization of the construction process or the overall schedule – e.g., due to obstructions or interruptions or because the parties mutually agree on one or more new contractual deadlines, the above contractual penalty provisions shall also apply to the new completion date and/or new interim deadlines, without requiring an express agreement between the parties.

9.6 Reservation of Contractual Penalty

The contractual penalty does not need to be reserved at the time of acceptance. It may still be asserted up to the final payment and, in particular, may be deducted from the final payment.

9.7 Change in Net Contract Sum

If and as soon as the actual total or partial net contract sum (for any reason) increases or decreases, the adjusted net contract sum shall serve as the basis for calculating the percentage-based contractual penalties pursuant to Sections 9.1 and 9.2 above.

10. Use of Sub-consultants

10.1 The Contractor is generally obligated to perform the services using its own employees in its own office. It is only entitled to engage third parties (sub-consultants) in its own name to fulfill its obligations under the following conditions:

The use of a sub-consultant requires the express consent of the Client. Accordingly, the Contractor is obligated to promptly inform the Client which firm it intends to engage as a sub-consultant and for which services.

- 10.2 If, during the term of the contract, the Client identifies reasons that make it unlikely that the sub-consultant will reliably fulfill the contractual obligations, the Client may require the Contractor to replace the sub-consultant.
- 10.3 If the Contractor engages or has engaged subconsultants, it hereby assigns its performance and
 defect liability claims against these sub-consultants to
 the Client, who accepts the assignment. However, the
 Contractor remains entitled to assert its performance
 and defect liability claims against the sub-consultant in
 its own name until the Client exercises its right to take
 over these claims.
- 10.4 In its contracts with sub-consultants, the Contractor must include provisions stating that further subcontracting is only permitted with the Client's consent.

11. Acceptance of the Contractor's Services

- 11.1 Upon completion of all services by the Contractor, a formal legal acceptance shall take place. Unless expressly agreed otherwise, partial acceptances are excluded. If the Contractor is commissioned with service phase 9 in addition to other services, it may request partial acceptance upon completion of service phase 8.
- 11.2 The Contractor must notify the Client in writing of the readiness for acceptance and formally request acceptance. The Contractor is not entitled to request acceptance until it has submitted to the Client all documents necessary to fully assess the Contractor's services. As a rule, this includes the submission of current and complete as-built and revision plans of all structural and technical documentation, as well as all test certificates, acceptance certificates, etc., from



governmental or equivalent authorities for systems requiring approval, and other documents such as operating manuals, circuit diagrams, measurement protocols, and as-built drawings.

11.3 An acceptance protocol shall be jointly prepared by both contracting parties, recording their findings and declarations.

12. Billing Provisions

Unless otherwise agreed by the contracting parties, the Client may choose whether billing is done via PDF or paper invoice. Additionally, the provisions of the supplier manual apply, available at https://www.lufthansagroup.com/en/suppliers.html, under "Invoice Processing & Formal Requirements".

Invoice data must include the project name, order number, and order date as references. The invoice line items must reference the order item numbers.

In the case of a billable partial service, the invoice must include a corresponding note (interim invoice).

13. Legal Succession; Contract for the Benefit of Third Parties

- 13.1 The Client is entitled to transfer the rights and obligations under this contract, in whole or in part, to an affiliated company, a joint venture, a holding company, or a company financing the planning, design, and construction of the project. The Contractor hereby consents to such transfer in advance. The transfer becomes effective on the date the Client notifies the Contractor of the completed transfer.
- 13.2 This contract also establishes rights for affiliated companies of the Client that are known to be involved in the execution of the contract (contract for the benefit of third parties). These entities may, in particular, order services from the Contractor in accordance with this contract and under the conditions set forth herein.

14. Claims for Defects; Liability; Limitation Period

- 14.1 Claims for material and legal defects as well as claims for damages shall be governed by the statutory provisions.
- 14.2 The limitation period for defect claims begins upon acceptance of the services to be provided under this contract.
- 14.3 If a partial acceptance takes place, the limitation period for defect claims for the services rendered up to that point begins with the partial acceptance.

If, in the case of phased commissioning, a partial acceptance is carried out, the limitation period for defect claims for the services rendered up to that point generally begins with this partial acceptance. However, if the Client subsequently commissions another phase, the legal effects of acceptance regarding the limitation period shall only take effect after acceptance of the services of the final phase, i.e., the limitation period for

defect claims shall be calculated uniformly from this later point in time.

15. Insurance

The Contractor declares that it has taken out liability insurance policy covering all risks arising from the performance of the contract and the specific nature of the construction site, with at least the following coverage amounts (each limited to twice the amount per insurance year):

- a. Personal injury: EUR 2.500.000,00;
- b. Property and financial losses: EUR 2.500.000,00.

The Contractor must provide proof of compliance with this obligation. If the Contractor fails to provide proof of the agreed insurance coverage within two weeks of a written request by the Client, the Client is entitled to terminate the contract for good cause pursuant to § 648a BGB.

The Contractor is obligated to promptly notify the Client in writing if and to what extent the insurance coverage in the agreed amount no longer exists or is in question.

16. Operational and Security Areas; IT Security

- 16.1 Under statutory provisions for security-sensitive areas (Aviation Security Act (LuftSiG)), persons deployed by the Contractor must undergo a security check before starting work and every 24 months thereafter if they enter the airside area of the airport. The Contractor is responsible for obtaining all necessary access authorizations to the construction project and the Client's buildings at the airport for its employees and sub-consultants, to the extent necessary for the performance of its services.
- 16.2 All costs associated with security checks and the issuance of access authorizations shall be borne by the Contractor, unless otherwise agreed. The Client will inform the Contractor of the costs upon request.
- 16.3 Access to the Client's buildings is permitted during regular office hours. In individual cases, the Contractor must coordinate in advance with the respective office operator or user.
- 16.4 The Contractor must comply with the applicable airport usage regulations when performing services on airport premises.
- 16.5 The Client places particular importance on the security of its IT infrastructure and systems and expects its contractors to comply with the IT baseline protection standards developed and regularly updated by the Federal Office for Information Security (BSI), available at www.bsi.de.

17. Publications; Advertising

- 17.1 Any publications about the construction project are only permitted with the Client's prior written consent.
- 17.2 The Contractor may only advertise its business relationship with the Client, such as by including the



project in its reference list, with the Client's prior consent in text form. The Contractor is not permitted to advertise for itself or third parties on the construction site (including the construction fence) without the Client's consent.

18. Handover of Documents and Copyrights

- 18.1 Upon termination of this contract, the Contractor undertakes to return all data and documents to the Client or if requested to destroy them, unless statutory or regulatory retention obligations apply. Additionally, if separately agreed, the confidentiality agreement signed by the contracting parties shall apply.
- 18.2 The project documents and all materials procured or created by the Contractor for the fulfillment of the contract, including all plans or drawings, whether in physical or electronic form, as well as all documents and drawings stored on data carriers, are or shall become the property of the Client without additional compensation. The Contractor shall have no right of retention, even in the event of early termination of the contract, regardless of the reason. Upon proper completion of its services, the Contractor shall promptly hand over all contractual deliverables (documents, plans, drawings, models, etc.) to the Client. If the Contractor's services are protected by copyright, the Contractor's personal copyrights remain unaffected.
- 18.3 The Client is entitled to use the documents prepared by the Contractor for the execution of the construction project, even if only parts of the services described in this contract are assigned to the Contractor or if the contractual relationship is terminated early for any reason.
- 18.4 The Client may use, modify, distort, and exploit the documents, including data stored on data carriers, for the project covered by the contract without the Contractor's involvement. The same applies to the completed work. The Client is also entitled to continuously modernize the project after its completion and/or adapt it to current requirements in other ways, even if this involves significant changes to the structure, substantial redesign, distortion, or destruction of the building or parts thereof. The Contractor has the right to be heard before any modification of the building that affects its moral rights as an author.
- 18.5 The Client is entitled to transfer these rights to third parties
- 18.6 The Client has the right to publish the building constructed according to the Contractor's plans. The Contractor has the right to have all documents or models labeled with its name.
- 18.7 The Contractor assures the Client that its services are free from third-party rights and shall indemnify the Client against any claims by third parties for infringement of copyrights, related rights, or other rights. If the Contractor engages third parties to perform contractual services, it guarantees the Client unrestricted usage rights to those services (including

- any copyright-protected works) and undertakes to enter into appropriate contractual arrangements with those third parties. The transfer of usage rights does not affect the moral rights of the Contractor or its subcontractors.
- 18.8 The agreed fee includes all claims of the Contractor in connection with the transfer of copyright usage, exploitation, and modification rights, which are granted without time limitation and are fully compensated.