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Framework Agreement for Work

relating to the preparation of creative output
and/or
the acquisition of comprehensive rights of use
between
Ms./Mr.
First name, surname
Address
Postcode city
- hereinafter referred to as “**Contracting Partner**” -
and
jovoto GmbH
represented by its Managing Director,
Prinzessinnenstrasse 20,
10969 Berlin
- hereinafter referred to as “**jovoto**” -

Background

jovoto operates the platform made available under the URL www.jovoto.com (hereinafter referred to as “Platform”). Contests involving creative services (hereinafter referred to as “Projects”) are organized on a regular basis on the Platform in the course of which participating users can win money and other prizes that are contributed by third-party companies (hereinafter referred to as “Customers”) or by jovoto.

Moreover, jovoto may purchase creative output submitted by users in the course of a Project in order for jovoto and the Customer as well as the Customer’s principal and its affiliate companies or licensees to be able to fully commercially exploit this output, in particular for product design and advertising purposes.

The Contracting Partner is a user of the Platform and has provided creative output in the course of the Project on a freelance basis for jovoto GmbH.

In accordance with the provisions of this Agreement jovoto will acquire from the Contracting Partner rights of use in the creative output submitted to the Project for commercial exploitation by jovoto and the Customer. This framework Agreement for work applies to all output created by the Contracting Partner in the course of a Project, and also to output that is still to be created. In addition, the general terms and conditions of use of the Platform, which can be accessed here [\[LINK\]](#), also apply.

1. Project, Work Creation and Reimbursement

1.1 The Contracting Partner has participated in the Project [NAME OF PROJECT] and developed the creative output contained in annex 1. Annex 1 is an integral part of this Agreement. jovoto will make this output available to the Customer and the Customer’s principal and its affiliated companies pursuant to secs. 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG) for comprehensive exploitation. The Contracting Partner herewith declares his consent to this.

1.2 In accordance with individual commissions that will be concluded separately between the parties, the Contracting Partner will, where necessary, develop further output for jovoto and/or the Customer. The details will be governed by the individual agreements concluded between the parties.

1.3 With regard to the Project named in section 1.1, jovoto will pay the consideration indicated in the description of the Project contained on the Platform. The terms of payment indicated in the general

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terms of use will apply correspondingly. With regard to individual commissions in accordance with section 1.2, jovoto will pay to the Contracting Partner the consideration agreed in the individual agreement.

2. Confidentiality

Restricted-access Projects are confidential. The Contracting Partner is not permitted to disclose the content of this Agreement, the briefing, parts of the briefing or any information from the briefing to third parties or to use the aforesaid outside of the Project. jovoto or the Customer may require the Contracting Partner to sign a non-disclosure agreement (NDA) for selected Projects.

3. Acquisition of ideas by jovoto for exploitation by jovoto and the Customer

3.1 When participating in a Project, the Contracting Partner has submitted a binding offer, valid for one year after submission of the idea, for the conclusion of this framework Agreement, which, by consenting to this Agreement, jovoto accepts with regard to the Project specified in section 1.1.

3.2 With jovoto's acceptance of this Agreement, the contracting party herewith sells to jovoto the idea submitted in the course of the Project specified in section 1.1 in return for the consideration indicated in the Project profile on the Platform and for the purpose of exploitation by jovoto and the Customer and the Customer's principal and its affiliated companies pursuant to secs. 15 et seq. AktG.

3.3 By concluding this contract, jovoto acquires for itself and for the Customer all rights of use relating to Works protected by copyright, design and performance protection rights associated with the idea that the Contracting Partner has submitted to the Project designated in section 1.1., and to the ideas that will be the subject of a future individual agreement, (hereinafter referred to collectively as "Works"), in particular to the extent detailed below:

- The Customer and the Customer's principal and its affiliated companies pursuant to secs. 15 et seq. AktG are to be able to use the idea fully and exclusively and to exploit it commercially, in particular for product design and advertising purposes for all media.
- The Contracting Partner therefore, in addition, grants to the Customer all rights of use relating to copyright, design and performance protection connected with the idea and all associated Works for a period of two (2) years as exclusive and after that non-exclusive, each freely transferrable, unrestricted rights with regard to content, time and space for the complete exploitation of the idea by the Customer and the Customer's principal and its affiliated companies pursuant to secs. 15 et seq. AktG. This assignment of rights includes the Contracting Partner's idea in its entirety as well as each individual Work that is part or expression of the idea.

3.4 The Contracting Partner grants to the Customer in particular for a period of two (2) years after the conclusion of this contract the exclusive and afterwards non-exclusive, freely transferable right, unrestricted in terms of time and space, to reproduce the idea and the associated Works, irrespective of whether against consideration or not, to distribute them, exhibit, rent out, present, perform, display, make publicly accessible, broadcast, relay via cable or microwave systems (cable rebroadcasting), reproduce through video or audio medium, to make public via screen, loudspeaker or any other technical device, programs already broadcast or recordings made on the basis of public transmissions or to reproduce in any other intangible form, to exploit in any and all media as well as to edit and rearrange for any purpose and to publish and use any such edited or rearranged form to the extent as described above without any further restriction.

The aforementioned rights of exploitation for commercial or promotional purposes include in particular:

- Rights to reproduce the idea and the associated Works in any tangible and/or intangible digital or analog form, e.g. through reprography or transfer to analog media (e.g. physical products, particularly the surface of (electronic) equipment, books, stickers, printouts, pictures, illustrated books, books, comics, leaflets, flyers, photographs, photocopies, photo-mechanical processes, posters, magazines, newspapers, advertising material), through digitalization or any other form of digital storage and to temporarily or permanently store on any other known type of data, video and/or video/audio medium such as diskette, DVD, DVD-R, DVD-RW, DVD-RAM, HD DVD, Blue-ray Disc, CD-ROM, CD-R, CD-RW, CD-Audio, Super Audio CD, audio cassette, vinyl record, MMC, SD, MS, MS Pro, Flash Card, Smart Card, Secure Digital Card, memory stick, MiniDisc, DAT, hard disk, server, proxy server, and/or via transmission in the Internet or other data networks or through transmission or in database systems;
- The right to distribute or put into circulation the idea and the associated Works in any known way and on all physical analog and digital products and media independently or in combination with other works and/or to offer these to third parties, in particular to rent and lend out irrespective of the

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distribution channel and the embodiment, in particular through distribution of the idea and the associated Works on the aforementioned digital or analog media as well as on product packaging and related marketing or training material via wholesalers, resellers or retailers, mail order and irrespective of whether by remote sale, electronic transaction, free transfer or free distribution;

- The right to transfer the idea and the associated Works in any known technical manner and to make them known, and in particular accessible to the public. This also includes in particular, the fact that the idea and the associated Works may be stored in digital form in a data processing system from which they may then be retrieved by third parties 'on demand' as a stream or download or any other form as digital signal via wired or wireless media and/or transmitted there with the consequence that the stored data are transferred to the receiving device of the third party where they may be decoded after storage, intermediate storage or immediately, i.e. converted into text, images and/or sounds and made visible or audible. The idea and the associated Works may also be made available to the third party in such a manner that he may store the idea and the Works contained therein and/or parts thereof in his receiving device and may access them there repeatedly. Interactive use by way of on demand is characterized by the ideas stored in digital form being made available to members of the public who are not present at the source where they are made available, and being made available in such a way that members of the public have access to them and can request their transmission at independent times and places even if transmission of the Works to third parties takes place at a later point in time than at the one requested. The online right of use exists independently of the form of transmission chosen by the Customer or his licensees for the use of the protected material and includes, for example, interactive or non-interactive online systems, electronic databases, the Internet, the World Wide Web, Apps, IRC or news, file sharing or application service providing;
- The right to send or forward the idea and the associated Works to third parties irrespective of whether in 'analog or digital' form whether via data networks in the form of subscription or download services (e.g. by streaming, video-on-demand, near-video-on-demand, podcasting, webcasting, simulcasting, IPTV, mobile TV, push services (such as RSS feed, XML interface, etc.), in-store advertising and pull services of all kinds), or via traditional modes of transmission such as public or private broadcast, rebroadcast and repeat broadcast via radio, television and similar systems of communication and reception, electromagnetic waves, electronic devices, wire, cable, satellite, antenna systems, digital means of communications and other technical equipment, whether via the Customer's own means of transmission or via public or private broadcast companies;
- The right to publish the idea and the associated Works first in any desired form at the point in time of the Customer's choosing irrespective of whether on any type of tangible media or in intangible form (e.g. on the Internet), irrespective of whether independently or in combination with other content such as a collection or multimedia work or as part of an encyclopedia or a website;
- The right to modify, edit, combine, arrange the idea and the associated Works in any manner, especially through correction and translation into any other language, through extension, conversion, augmentation, adaptation, complementing, through inclusion in databases or by the creation of collected works, through the substitution of images and figures, through changes to the characters or figures, or allowing such actions to be undertaken by third parties, and to publish, exploit, or have published and exploited, the edited or rearranged Works in any of the ways described in the above provisions.
- The right to exploit or to have the idea exploited on Customer's, its principal's and its affiliated companies' products and product packaging, online, including websites and blog sites of Customer's principal and its affiliated companies, in-store merchandising, third parties' in store ads, retail training materials (non-customer facing and customer facing), both online and printed, in-store and direct-mail advertising for Customer's principal's and its affiliated companies' online store as well as in any other media to advertise or market Customer's principal's and its affiliated companies' products.

3.5 In addition to the above provisions, if the Contracting Partner has created a computer program, it is agreed that only the Customer will be entitled to exercise any proprietary rights to the computer program.

3.6 The Customer is entitled, at its own discretion and without the separate consent of the Contracting Partner or any other persons, to transfer the above-mentioned freely transferable rights of use to its principal and its affiliated companies, or to allow them to exercise such rights, irrespective of whether in the original form or in an edited form. This applies independently of the content and scope of the license terms agreed with the relevant third party, i.e. irrespective of whether through the transfer of the exclusive right of use or through the assignment of individual or several fully inclusive or non-exclusive rights of use limited with regard to content and/or time and/or space.

3.7 The above provisions also apply in the event that the idea and the associated works have been combined with third-party protected material. If a collective creative work with shared copyright ownership has resulted from the combination of the Works with other protected material, the

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Contracting Partner herewith agrees to the exploitation of the collective work to the extent specified by the above provisions.

3.8 Simple exploitation rights that the Contracting Partner may have granted to third parties for the ideas provided through selecting the relevant open content licensing terms are not affected by the exclusivity of exploitation rights assignment in accordance with this clause. They continue to apply. The idea will also remain visible on the Platform even after being sold to the Customer. It will however be marked as 'SOLD'.

3.9 Contracting partner shall not make available to any competitor any work that is the same or similar to the Work performed hereunder for a period of twelve (12) months following the conclusion of this Agreement. A competitor shall be in particular any party that manufactures computer peripherals or pointing devices, or distributes digital media devices or phones with digital media features, online music services or music websites, including music "community" websites.

3.10 Furthermore, Contracting Partner grants jovoto and the Customer the freely transferable right to use Contracting Partner's name, image, biography and signature on Customer's, its principal's and its affiliated companies' products and product packaging, online, including websites and blog sites of Customer's principal and its affiliated companies, in-store merchandising, third parties' in store ads, retail training materials (non-customer facing and customer facing), both online and printed, in-store and direct-mail advertising for Customer's principal's and its affiliated companies' online store as well as in any other media to advertise or market Customer's principal's and its affiliated companies' products.

4. Warranty of the Contracting Partner for his Ideas

4.1 The Contracting Partner guarantees to jovoto and to the Customer that he is entitled and in a position to assign and transfer the rights to the extent specified by the provisions of this framework Agreement for work.

4.2 The Contracting Partner also guarantees that he will not submit or offer any content, in particular ideas or work samples, that encroach upon the rights of third parties or where content is ineligible in accordance with the above provisions. The Contracting Partner must check whether his ideas and the associated Works infringe the rights of third parties. Indications for such contractual infringements are given when, in particular,

- Works subject to copyright, e.g. graphics, videos, photos or text (even when edited or alienated, unless the original can no longer be identified), are used that were not created by the Contracting Partner himself;
- The ideas contain performances subject to copyright or related rights such as live recordings of concerts, plays, circus performances, etc. or parts thereof, or include other performances protected by other related rights such as television programs (including introductions and closing sequences);
- Third parties have collaborated on the production of the content in such a way that they are able to acquire ancillary copyright, for example for recording, direction, editing, sound engineering, camera work, etc. unless the persons in question have agreed to the exploitation of the idea created with their collaboration on the Platform;
- The content includes personal or other sensitive information about individuals or groups of people, unless the necessary consent and/or exploitation rights have been obtained by the Contracting Partner;
- Third parties are portrayed in photographs or videos in such a way that they play a major role in terms of their significance for the photo/video unless the Contracting Partner has obtained their explicit consent to the scene and to the exploitation of the results on the Platform.

4.3 The Contracting Partner also guarantees that he is not prevented by any contract of employment or other such agreement from contributing the relevant idea and participating with it in a Project.

5. Infringements

5.1 jovoto reserves the right to caution the Contracting Partner, as a user of the Platform, in the event of infringements against this framework Agreement for work and/or to temporarily or permanently disable his user account in order ensure that he observes his obligations.

5.2 The Contracting Partner will be notified of any caution or disabled account in written form. The contractual relationship may also be terminated in exceptional circumstances.

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5.3 jovoto reserves the right to assert all other claims, in particular claims for injunctive relief, right of recourse and compensation.

6. Term and Termination

6.1 This framework Agreement for work is concluded for an indefinite period. It may be terminated by either party with a period of notice of one month to the end of a quarter. jovoto and the Contracting Partner are, however, entitled to give immediate notice of termination in exceptional circumstances for important reasons.

6.2 jovoto may give notice of termination in exceptional circumstances, in particular in the event of infringements against the terms of use, especially infringement against the obligation to accurately provide the required details, against the principles of voting, in the event of loss or on suspicion of the misuse of login information through a third party.

6.3 Any notice of termination must be given in writing.

6.4 The termination of this Agreement does not affect the rights of use assigned by the Contracting Partner in accordance with section 3 and/or individual contracts agreed between the parties.

7. Data Protection

All information relating to data protection and data security can be found in the data protection declaration. [\[LINK\]](#)

8. Final Provisions

8.1 If the Contracting Partner is a businessperson in the sense of the German Commercial Code (HGB), the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship is Berlin.

8.2 The laws of the Federal Republic of Germany shall apply exclusively to this Agreement. The application of German private international law is excluded.

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APPENDIX 1

	Resolution/Format
Artwork	Artwork placed on mouse template to show ideal position
Artwork for printed visual merchandising	Vector-based, scalable EPS file
Artist bio text	50-75 words.
Artist portrait image	300 dpi, TIFF format
Artwork for PC (on-screen) wallpaper (artist is responsible for usage rights associated with all images)	1600 x 1200 pixels AND 1920 x 1200 pixels
Digital version of Artwork	1024 x 768 pixels
Artist Web site URL	N/A
Artist signature or logo	300 dpi OR vector-based, scalable EPS file