

## Influencer Terms & Conditions

These Influencer Terms & Conditions (the “Agreement”) shall outline the mutual understanding of the influencer (the “Influencer”) and the German National Tourist Board, a legal entity constructed under the law of Germany (the “GNTB”, and together, the “Parties”). The Parties hereto agree as follows:

**OFFER:** The offer includes all the information sent to the Influencer, including but not limited to, the campaign brief, campaign description, campaign requirements, payments, fees, personal expenditure remuneration, flight dates, schedules, workbook schedules, social media channels, product, number of posts/blogs/videos and any other information provided to the Influencer by the GNTB (collectively, the “Offer”). The Offer has been agreed upon by the Parties and shall become part of this Agreement.

**EFFECTIVE DATE:** This Agreement is entered into as of the date the Offer is accepted by the Influencer (the “Effective Date”).

**CONTENT:** Influencer shall produce content based on the brief as outlined in the Offer (the “Brief”). All opinions expressed by the Influencer will be honest and truthful. Influencer may be required to state certain message points outlined in the Brief, which shall be outlined by the GNTB. Influencer shall not make any statements which are defaming or potentially damaging in any way whatsoever to the GNTB or the GNTB’s product or service, at any point during the Campaign. Content may also include branding, graphics, and hyperlinks, as outlined in the Brief. At the sole request of the GNTB, the Influencer will not publish or post the Content, and/or will comply with any requests to remove the unsuitable Content from their social media channels.

**SPONSORSHIP:** The content produced (text, photo, video, etc.) must be identified as advertising/sponsored content. This labelling requirement applies to all social media platforms and for all blog articles created in connection with a marketing collaboration. The labels must take the following form for all platforms: #sponsoredby and #ad. Add the following sentence to blog posts: 'in association with the GNTB'. For collaborations with verified Facebook pages, please refer to Facebook's branded content policies.

Influencer will refrain from working with or mentioning a brand's competitor for a set period of time

**APPROVALS:** If appropriate, all Content shall be reviewed and approved by the GNTB prior to being published by the Influencer on the channels. At the request of the GNTB, Influencer shall make changes and adjustments to conform to the GNTB's expectations of Content.

**DISTRIBUTION:** Content shall be distributed via the Influencer's social media channels, including but not limited to YouTube, Facebook, Instagram, Twitter, Vine, and Snapchat (collectively, the "Channels"), as outlined in the Offer. If there is no specification in the Offer, it is assumed that the Influencer will distribute Content across all their available Channels, as they would with any of their regular content.

**PUBLICATION:** Content shall begin to display in the Channels on the date/time specified in the Offer, unless discussed and agreed to by the Parties (the "Publication").

**USAGE:** Upon Publication, Influencer shall display Content in the Channel for a period of no less than four (4) weeks, if not outlined different in the Offer. GNTB may also require certain hashtags, hyperlinks, titles, and other copy to appear alongside the Content. Influencer shall own the copyright to the Content and grants the GNTB full and irrevocable global rights to display, license, promote, broadcast and otherwise distribute the Content at its sole discretion, unless otherwise agreed to in writing, by the Parties.

**PAYMENT & HONORARIUM:** GNTB shall pay Influencer the agreed fee, as outlined in the Offer, if applicable. Payments shall be made to the Influencer within 30 days of the Publication. No late payment penalties, charges or fees shall be applied unless expressly agreed upon in writing, by both Parties. This represents the full and complete payment by GNTB to Influencer.

**INDEMNITY:** Influencer agrees to indemnify and hold harmless the GNTB, its directors, officers, employees, independent contractors, affiliates, agents, successors, etc. from and against any and all damages, losses, costs and expenses (including reasonable legal costs) incurred by GNTB in relation to any breach of the Influencer's warranties, agreements and representations given under this Agreement.

**EQUIPMENT:** GNTB may at its sole discretion furnish Influencer with additional equipment (e.g. mobile WiFi devices, etc.). Such equipment shall remain the

property of GNTB and Influencer shall use its best endeavors not to injure or lose such equipment (see INDEMNITY).

**LIABILITY:** Influencer hereby releases and discharges GNTB from all liability to Influencer and covenants not to sue GNTB for any and all loss or damage on account of injury to any person or property or resulting in serious or permanent injury to Influencer, except when caused by gross negligence or willful misconduct of GNTB. It is highly recommend that Influencer may purchase (travel-) insurance in the event of property loss or personal injury. GNTB will not provide such insurances.

**WARRANTY:** Influencer represents, warrants, and agrees that it is free to enter into this Agreement and to grant the rights and licenses herein granted to GNTB; Influencer has not heretofore entered and shall not hereafter enter into any contract or agreement which is in conflict with the provisions hereof or which would or might interfere with the full and complete performance by Influencer of their obligations hereunder or the free and unimpaired exercise by GNTB of any of the rights and licenses herein granted to it; Influencer further represents and warrants there are no prior or pending claims, administrative proceedings, civil lawsuits, criminal prosecutions or other litigation matters, affecting Influencer which would or might interfere with GNTB's full and complete exercise or enjoyment of any rights or licenses granted hereunder.

**GOVERNING LAW:** The governing law for this agreement shall be the laws of the Federal Republic of Germany. Place of Jurisdiction shall be Frankfurt/M., Germany, if not agreed differently in the Offer.

**DISCLOSURE:** Influencer will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guides"), current copies of which are available at <http://business.ftc.gov/advertising-and-marketing/endorsements>, and the WOMMA (Word of Mouth Marketing Association) Code of Ethics and Social Media Disclosure Guide, current copies of which are available at <http://www.womma.org>.

**ORIGINAL WORK:** Influencer hereby represents, warrants, and covenants that all material in the Content (save and except any materials, if any, supplied by GNTB) will be the original work and creation of the Influencer and will not

infringe the rights (including without limitation, any intellectual property rights) of any third party. Without limiting the generality of the foregoing, Influencer agrees not to use any third party content without the express written consent of GNTB.

## **MISCELLANEOUS**

**Confidentiality:** Any information (financial, business or otherwise) relating to either Party, or any information relating to the terms of the Offer or Campaign, is confidential (the “Confidential Information”). Neither Party shall publicly divulge or announce, or disclose to any third party, any Confidential Information of the other Party without the prior written consent of that other Party. Notwithstanding the foregoing, the Parties understand and agree that Confidential Information does not include information that: (i) becomes known to the general public without fault or breach on the part of the Party receiving the information (the “Receiving Party”); (ii) is information that the Receiving Party can show with documentary evidence was in its possession prior to disclosure by the Party disclosing the information (the “Disclosing Party”); (iii) is independently developed by the Receiving Party’s personnel having no access to similar information obtained from Disclosing Party; or (iv) is required to be disclosed by applicable law or court order, provided that the Receiving Party provides the Disclosing Party with reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Notwithstanding the foregoing, the Platform and the Products and Services, and any trade-marks or other intellectual property of GNTB will be Confidential Information of GNTB. Notwithstanding the foregoing, the Parties understand and agree that the Receiving Party may divulge Confidential Information to any of its affiliates, employees, professional advisers or subcontractors solely as required for the Receiving Party to fulfill its obligations set out under this Agreement, and provided that any such permitted third-party recipient agrees to be bound by confidentiality obligations in respect of such Confidential Information that are at least as stringent as those set out herein, and provided further that the Receiving Party will be liable to the Disclosing Party for any breach by such permitted third party recipient of its confidentiality obligations.

**Notices:** Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under this Agreement shall be in writing.

All correspondence to GNTB/GNTO will be addressed to the contact which is mentioned in the Influencer contract.

**Force Majeure:** If for any reason beyond GNTB's control including, without limitation, force majeure occurrence, strike or labor dispute, or restraint of public authority, GNTB is prevented from utilizing Influencer's services hereunder during any portion of the term of this Agreement, GNTB and Influencer shall participate in good faith negotiations regarding any modifications to the Agreement.

**Severability:** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

**Entire Agreement:** This Agreement (including any exhibits hereto, if any) constitutes the entire understanding and agreement between Influencer and GNTB hereto and supersedes any and all prior or contemporaneous representations, understandings and agreements between the Influencer and GNTB with respect to the subject matter hereof.