



NIMMERSATT - General Terms and Conditions

Management Contracting Parties

These Collaboration Terms govern the contractual relationship between:

Otto Windmüller

Wilhelmstraße 3, 10963 Berlin – hereinafter referred to as "**NIMMERSATT**"
and the respective contractual partner – hereinafter referred to as "**Artist**".

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§ 0 Non-Exclusivity and free project acceptance

0.1 There is no exclusive management or representation relationship between NIMMERSATT and the Artist. The Artist is fundamentally completely free to accept and independently process their own projects, orders and engagements for third parties.

0.2 The freedom of self-production granted in "§ 0.1" explicitly does not apply to projects or inquiries that are in a direct or indirect context with NIMMERSATT. It is strictly forbidden for the Artist to fall back on or use the following for independent – bypassed around NIMMERSATT – projects:

- The name, branding or references of NIMMERSATT.
- Current or past services, infrastructures or resources of NIMMERSATT.

The Artist commits, for a duration of 12 months after termination, not to actively solicit or directly contact clients who were demonstrably mediated or introduced concretely via NIMMERSATT during the collaboration.

If the Artist is directly requested as a freelancer during the collaboration or within 12 months after its termination by a client who was demonstrably mediated or introduced to them via NIMMERSATT, the Artist is obliged to forward the request to NIMMERSATT immediately and to obtain written approval before acceptance. The approval may not be unreasonably withheld. Clients with whom the Artist demonstrably came into contact without any reference to NIMMERSATT remain unaffected by this.

This restriction applies for the duration of this contract as well as for a period of 12 months after termination of the collaboration, in order to avoid an unreasonable or immoral post-contractual restriction.

0.3 The collaboration between NIMMERSATT and the Artist is geographically designed for worldwide and global representation. NIMMERSATT thus represents the Artist internationally and supra-regionally for all projects generated or supervised via the network.

0.4 NIMMERSATT considers it in principle desirable and strategically sensible to work together with partner managements or agencies in other global regions (e.g., USA, Asia, UK) in order to place and specify the Artist there in a targeted manner. In order to ensure consistent brand management and price harmony, the Artist agrees with NIMMERSATT on a prior right of voice and consent requirement: The Artist is only permitted to sign contracts with other managements, agencies or representations in other regions after explicit, written (or in text form granted) consent by the management of NIMMERSATT. NIMMERSATT is entitled to attach conditions to such cooperations or to reject them if they contradict the operational interests or the image of the existing network.

0.5 NIMMERSATT within the meaning of this contract is currently Otto Windmüller as a natural person. Otto Windmüller intends to bring the business conducted under the name NIMMERSATT in the future into a company yet to be founded. The legal form (e.g., GbR, UG, or GmbH) and [the] exact company name (e.g., NIMMERSATT, 'Nimmersatt Video', 'Nimmersatt Produktion' or similar) are not yet fixed at the time of the conclusion of the contract and will only be determined upon foundation.

0.6 The Artist already now agrees that all rights and obligations from this contract shall transfer by way of contract assumption to such a company as soon as it is founded. The prerequisite is that the company is founded or co-founded by Otto Windmüller, Otto Windmüller is involved in it as a shareholder, and the company continues the previous Nimmersatt business. The assuming company is thereby clearly determinable, even if the company name and legal form are still open at the conclusion of the contract.

0.7 The conditions of this contract remain unchanged by the transfer. Honorariums, fees, commissions, term, and termination rights of the Artist do not change to his/her detriment. Economically responsible contact person remains Otto Windmüller.

0.8 Nimmersatt communicates the transfer to the Artist in text form, stating the company name, legal form, and effective date. The Artist is entitled to object to the transfer in text form within 14 days after receipt of this communication. If the Artist objects, Otto Windmüller remains personally the contracting party; in this case, both sides are entitled to a special right of termination with a notice period of one month to the end of the month.

0.9 Until the effective transfer, Otto Windmüller remains personally [the] contracting party with all rights and obligations from this contract.

§ 1 Subject matter and scope of application

1.1 These collaboration terms regulate the contractual relationship between Nimmersatt (hereinafter "NIMMERSATT") and Artists in the field of moving image/video (hereinafter

“Artist”), who commission NIMMERSATT for services around project management, acquisition, negotiation and communication as well as the use of the internal network.

1.2 The conditions apply to all current and future services within the scope of the collaboration, unless otherwise agreed in writing in individual cases.

§ 2 Project mediation and management

2.1 The Artist commissions NIMMERSATT with the mediation of moving image projects. The nature and scope of the services offered by the Artist are determined by mutual agreement.

2.2 NIMMERSATT acts as management. The implementation of the video projects is the responsibility of the Artist.

2.3 The Artist assures that they possess all necessary professional qualifications to implement the mediated projects in accordance with the contract.

2.4 NIMMERSATT is not obliged to mediate a specific number of projects. An occupancy or mediation guarantee does not exist.

§ 3 Data transmission, travel and transfer of risk

3.1 The transmission of raw data and final videos (data transmission, hard drives) to clients or NIMMERSATT is the responsibility of the Artist. Production-related transport or travel costs are borne by the Artist, unless they are invoiced to the end client.

3.2 The final delivery to the client is, unless otherwise agreed, administratively supervised by NIMMERSATT.

3.3 With the handover of hard drives or physical production material, the duty of care transfers to NIMMERSATT.

3.4 NIMMERSATT is liable for data loss or damage to storage media through provable fault only in cases of gross negligence or intent. The creation of redundant backups before each data transfer is mandatory for the Artist.

§ 4 Project mediation and commission

4.1 NIMMERSATT is authorized to negotiate and conclude projects in the name and on account of the Artist.

4.2 For mediated services, NIMMERSATT receives 20% of the net fee as management commission.

4.3 Discounts of more than 10% on the established day rate will be communicated to the Artist in advance.

4.4 Payout takes place within 30 calendar days after full receipt of payment by the end client on the account of NIMMERSATT.

§ 5 Licensing of archive material / stock footage

5.1 NIMMERSATT is authorized to license unused material (B-roll, stock footage) released by the Artist to third parties. This requires a written agreement with the Artist and will be honored separately on a case-by-case basis in the sense of a license fee.

§ 6 Pricing and day rates

6.1 Day rates, project budgets and license fees are jointly determined and documented.

6.2 Temporary price adjustments within the scope of pitches or budget negotiations require the prior consent of the Artist.

6.3 Without the consent of the Artist, NIMMERSATT may neither permanently lower nor increase the established base day rates.

§ 7 Pitches and client presentations

7.1 The Artist chooses whether they want to participate in free or budgeted pitches.

7.2 NIMMERSATT informs the Artist in a timely manner about planned pitch dates.

7.3 Concrete participation and effort are agreed individually for each pitch.

7.4 An obligation for personal presence at presentations does not exist, unless separately agreed.

§ 8 Marketing, advertising and image rights

8.1 NIMMERSATT carries out advertising measures for the management network within the scope of its possibilities.

8.2 The Artist grants NIMMERSATT a simple right of use to excerpts of their produced works – for advertising, social media, showreels and press work of NIMMERSATT.

8.3 With every public use, the name of the Artist is mentioned in an appropriate form.

§ 9 Style, quality and selection of works

9.1 The Artist guarantees that all delivered video productions correspond to industry-standard, professional standards and originate from their own authorship.

9.2 NIMMERSATT reserves the right to reject the mediation for projects that raise legal concerns.

§ 10 Copyright and usage rights

10.1 The Artist retains all copyrights to their works. No intellectual property rights are permanently transferred to NIMMERSATT.

10.2 For inquiries and projects generated via the network of NIMMERSATT, NIMMERSATT profiles itself as Artist management. NIMMERSATT receives the rights necessary for contract fulfillment in order to grant the project-specific usage rights to end clients.

10.3 Portfolio use: The Artist has a right to use the works created within the scope of the collaboration (videos, stills, director's cuts) in their own portfolio for purposes of self-promotion, mentioning NIMMERSATT.

10.4 The planned portfolio use must imperatively be coordinated with and approved by NIMMERSATT in advance verbally or in writing, in order not to violate embargo periods or exclusivity claims of the end clients. The approval may not be unreasonably withheld by NIMMERSATT.

10.5 The Artist indemnifies NIMMERSATT from claims of third parties (e.g., used external music or uncleared personality rights in unsolicited self-material).

10.6 For the case that NIMMERSATT is commissioned directly by agencies or end clients as the main service provider and deploys the Artist as a subcontractor, the Artist grants NIMMERSATT exclusive, transferable, temporally, spatially and content-wise unlimited usage rights (including unknown types of use according to § 31a UrhG [German Copyright Act] with appropriate remuneration) to the contractual services. This is done for the purpose of passing these rights on to the respective agencies or clients. The Artist fully indemnifies NIMMERSATT in this regard from all third-party claims (especially regarding music and personality rights). If the end client contract requires disclosure of subcontractors or excludes subcontracting, this is to be observed with priority.

§ 11 Credits and naming

11.1 The Artist has the claim to be named in an industry-standard manner in the credits or in accompanying texts for the works significantly designed by them, provided this is implementable in the respective client project.

11.2 The name and logo of NIMMERSATT may be used by the Artist to identify their representation, but must not be changed or taken out of context.

§ 12 Term, termination, insurance and default of performance

12.1 The agreement comes into force upon consent and applies for an indefinite period of time.

12.2 A probation period of three months is agreed. During the probation period, the contract can be terminated by both sides with a notice period of two weeks. After the probation period has expired, the agreement can be terminated with a notice period of one month to the end of the month.

12.3 The right to extraordinary termination remains unaffected.

12.4 All open payments and project transactions are to be ended and settled in accordance with the contract despite termination, even if they extend beyond the termination notice period.

12.5 If the default of performance or poor performance of an Artist leads to financial losses for NIMMERSATT (e.g., through invoice deductions, cancellations or contractual penalties on the part of the end client), the causing Artist is liable for this loss. For the payout of the remaining project funds, the prioritization principle (waterfall) applies in this case:

- First, all contractually rendered services of uninvolved third-party Artists (e.g., camera, light, colorist) who were involved in the same project, as well as external third-party costs, are paid out fully and with priority.
- To cover the amount retained by the end client, the causing Artist forfeits their own fee claim in the first step (partially or fully).
- If the resulting financial damage (including the fees of the uninvolved Artists and the management fee of NIMMERSATT) exceeds the fee of the causing party, the Artist is liable limited to the coverage sum of their professional liability insurance plus their project fee. A liability extending beyond this with private assets only exists in cases of intent or gross negligence or if the insurance does not pay. The professional liability insurance required in § 12.7 is imperatively to be drawn upon for this.

12.6 The Artist commits to the timely and defect-free delivery of their contractually agreed service (e.g., rough cut, final edit, grading). If the Artist does not deliver, does not deliver on time (e.g., missing a fixed client deadline) or in a qualitatively insufficient form that makes acceptance by the client impossible, the Artist defaults on performance. NIMMERSATT is in this case entitled, after the expiration of an appropriate grace period (provided the project timing allows this), to withdraw from the individual order and to demand replacement for the resulting damage.

12.7 The Artist commits to close a professional liability insurance at the latest two weeks after signing the contract and to present the corresponding proof to NIMMERSATT unsolicited. The policy must explicitly cover damages through default of performance and poor performance and must be maintained for the entire duration of the collaboration.

§ 13 Changes to these conditions

13.1 NIMMERSATT reserves the right to adapt these conditions. Changes will be communicated in text form, at the latest 30 days before taking effect.

13.2 The communication contains a comparison of the previous and new regulations.

13.3 Changes only take effect if the Artist has explicitly consented. Consent through silence is excluded.

§ 14 Liability and recourse

14.1 NIMMERSATT is liable without limitation in cases of intent and gross negligence.

14.2 In cases of slight negligence, NIMMERSATT is only liable in the event of a breach of essential contractual obligations.

14.3 Any further liability is excluded, in particular for lost profit or damage through force majeure.

14.4 Insofar as NIMMERSATT is liable as the main contractor toward agencies or clients for errors, omissions or breaches of duty by the Artist (§ 278 BGB [German Civil Code]), NIMMERSATT is entitled to an unrestricted right of recourse toward the causing Artist in the internal relationship. The Artist fully indemnifies NIMMERSATT in this respect from all claims of the end client or the agency, provided they are responsible for the breach of duty.

§ 15 Data protection

15.1 NIMMERSATT processes personal data exclusively for contract fulfillment and legal obligations (Art. 6 Para. 1 lit. b and c DSGVO [GDPR]).

15.2 Passing on to external third parties of NIMMERSATT only takes place for contract fulfillment (e.g., accounting, scheduling) or as far as legally required.

15.3 The Artist has the right to information, correction, deletion and restriction.

§ 16 Final provisions and attachments

16.1 German law applies.

16.2 Place of jurisdiction is Berlin.

16.3 Changes require the written form.

16.4 Should individual provisions be invalid, the agreement remains otherwise valid.

16.5 This agreement replaces all previous verbal as well as written agreements on the same subject.

§ 17 Strategic partnership & business development

17.1 NIMMERSATT pursues the goal of positioning the Artist beyond the purely creative activity as an active part in market development.

17.2 NIMMERSATT and the Artist define a deal package as well as market value in conversation.

17.3 If requested by the Artist, NIMMERSATT supports the Artist after agreement through coaching and material during active acquisition (Business Development).

17.4 The Artist commits, during self-acquisition under the branding of NIMMERSATT, to preserve the corporate identity and the quality standards of the brand.

§ 18 External communication & brand protection (“One-Voice-Policy”)

18.1 The entire project-related external communication with clients, agencies and third parties lies solely with NIMMERSATT or requires explicit consultation.

18.2 The Artist commits not to make independent contract negotiations, fee arrangements or binding deadline commitments toward the client, unless they have been explicitly and in writing authorized to do so by the management of NIMMERSATT.

18.3 Incoming inquiries from the client directly to the Artist are to be forwarded immediately to NIMMERSATT, in order to ensure consistent brand management and professional processing.

§ 19 Quality assurance & vetting for self-acquisition

19.1 If the Artist independently brings a lead or a project into the network, this project is subject to an obligatory quality and strategy review by NIMMERSATT.

19.2 NIMMERSATT reserves the right to reject projects that do not correspond to the defined quality standard of the brand.

19.3 The final calculation and offer creation for self-acquisition projects is carried out exclusively by NIMMERSATT. This ensures that the pricing remains in line with the market and that the price structure within the agency is not endangered by undercutting (dumping).

19.4 The Artist is obliged, during self-acquisition talks, to communicate the identity of NIMMERSATT as their management, provided NIMMERSATT and references or identity resulting from it are part of the talk's content. Furthermore, no commitments are to be made that cannot be mapped within the scope of operational capacities or contradict the image of the network, unless communicated otherwise in advance.

§ 20 Fees & acquisition incentives

20.1 Fee Split: NIMMERSATT receives a management fee of 20% of the net project fee (Creative Fee) for general representation and administration.

20.2 Inbound Incentives (Artist as acquirer): If the Artist independently generates a project order or a new client contact for the NIMMERSATT network ("Artist Lead"), this acquisition performance is honored through a commission model.

20.3 Account Management & Project Management: NIMMERSATT offers the possibility, for self-productions by the Artist, to take over communication services as within the scope of the management contract against 20% of the net fee. NIMMERSATT reserves the right to decide on a project-by-project basis and, if necessary, to reject.

_____ ; _____ the ____ _

Otto Windmüller ; _____ the ____ _

Signature: _____

Signature: _____