



General Author Contract

between

All3DP GmbH
Ridlerstr. 31A, 80339 Munich, Germany

– hereinafter referred to as "**All3DP**" –

and

Name:
First name:
Address:

– hereinafter referred to as "**AUTHOR**" –

Preface

All3DP's "Content Academy" project is designed to expand the topic range of content currently offered by the company to include relatively short and standardized articles on topics such as: "How To," "Do It Yourself" and "Tips and Tricks." For this purpose, ALL3DP has set up a pool of authors who have been selected to produce content contributions within the framework of this project.

The AUTHOR is interested in becoming a member of the author pool and contributing to the content base.

Based on the above-mentioned, both parties agree to the following:

Article 1 Object of Contract

1.1 The AUTHOR produces content for All3DP: self-written articles and multimedia contributions (hereinafter individually and collectively referred to as "**content**") intended for publication on All3DP's website All3DP.com and associated subdomains, for other language versions and for use related to web offerings, such as newsletters, social media and other publications.

- 1.2 All3DP will provide AUTHOR with a detailed briefing document to be used for creating and submitting content (hereinafter referred to as "author briefing").
- 1.3 For producing content, the AUTHOR can select from a range of topics suggested by All3DP by marking the topic of interest in the company's content management system, which is made available to AUTHOR, or on a related list. Once the AUTHOR has selected a topic to write about, the topic will be reserved for the AUTHOR for seven business days. If the AUTHOR does not deliver content on the chosen topic within seven business days, the topic will be opened up again to all authors in the pool. There is no obligation to select topics or author content.
- 1.4 By submitting content on the chosen topic, the AUTHOR is extending an offer to All3DP to publish and otherwise make use of the work, and granting all rights to it as outlined under Art. 3.
- 1.5 All3DP has the right to accept the AUTHOR's offer within 14 business days. All3DP shall inform the AUTHOR within 14 business days as to whether or not the content and offer will be accepted. If All3DP does not respond to the offer within the given period, the AUTHOR has the right to withdraw his or her offer. All3DP will not decline an offer without a sound reason.

Article 2 AUTHOR's Obligations

- 2.1 When submitting content to ALL3DP, the AUTHOR is required to comply with the specifications outlined in the author briefing.
- 2.2 Until All3DP has made a final decision as to whether or not to accept an offer, according to Sect 1.5, the AUTHOR shall not make the submitted content or any content produced on the same topic available to third parties or offer it for publication elsewhere. The Author is, however, free to offer the contributions that ALL3DP has rejected to third parties, provided ALL3DP has been informed and has, in each case, issued an approval.
- 2.3 Exclusive rights to content that has been accepted is granted to All3DP, starting on the day the offer was accepted. This means that the AUTHOR is not permitted to offer content, once accepted by ALL3DP, to third parties for any type of use whatsoever and to grant third parties' rights to the content.
- 2.4 The AUTHOR agrees to refrain from any representation of persons or events that violate personal rights.

Article 3 Right of Use

The AUTHOR grants All3DP geographically and timewise unlimited, transferable and sublicensable exclusive rights to full use of accepted content, in accordance with Art. 2, for purposes stated under Sect. 1.1. The granting rights provision extends in particular to the Rights of Use listed in Appendix I.

Article 4 Compensation and Billing

- 4.1 The AUTHOR shall receive compensation for contractual services rendered as well as for granting rights of use for each content contribution accepted by All3DP, including the statutory sales tax, if applicable. The respective fee for each type of content can be found in All3DP's content management system (CMS).
- 4.2 Invoices need to be sent to the following billing address: All3DP GmbH, Content Academy, Ridlerstr 31A, 80339 Munich, Germany or email: academy@all3dp.com.
- 4.3 Insofar as the AUTHOR is an entrepreneur in Germany as defined in the German sales tax law, he or she is required to include the sales tax on invoices. If the AUTHOR is a small business owner as defined in Sect. 19 (1) of the German Sales Tax Act (*UStG*), without having relinquished the small business regulation pursuant to Sect. 19 (2) of the *UStG*, invoices are issued without sales tax. If the AUTHOR's business tax residence is outside of Germany, the AUTHOR is responsible for issuing correct invoices in terms of applicable taxes.
- 4.4 The AUTHOR is responsible for the proper payment of taxes on remuneration paid for services rendered.

Article 5 Guarantee and Liability

- 5.1 The AUTHOR guarantees that he/she himself/herself has created all original content submitted to ALL3DP and is therefore solely entitled to dispose of all content rights and that he/she has not made and will not make arrangements to grant any rights to work that would conflict with this contract. Furthermore, he/she guarantees that the content does not violate the rights of third parties.
- 5.2 With regard to breaches of the guarantee provision, as defined under Sect. 5.1, the AUTHOR indemnifies ALL3DP, to the fullest extent, against all claims of third parties, including any legal defense costs.

Article 6 Non-Disclosure Agreement

The AUTHOR agrees to not disclose to third parties any confidential business or company information that he/she has gained knowledge of in course of working with ALL3DP and to neither use the information for personal gain nor to give third parties access to the information (except to consultants who are subject to confidentiality obligations, such as legal and tax consultants). This also applies for a period of three years after the termination of the author contract. The non-disclosure agreement applies especially also to briefing documents and other documents that are provided, to information from the content management system (CMS), to content management system (CMS) access information, to the topic lists in the Content Creation manual as well as to the fee models/structures.

Article 7 Final Provisions

- 7.1 No ancillary verbal agreements exist.
- 7.2 The courts of Munich shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement. This author contract is subject to German law, excluding the private international law (IPR) and the United Nations Sales Convention.
- 7.3 If any provision or part of a provision in the author contract is or has been deemed void or partially void, the remaining provisions shall remain in full force and effect. An invalid provision shall be replaced with a provision that most closely matches the legal and economic content of the invalid provision. The parties shall amend ambiguous regulatory gaps.

All3DP GmbH

Munich, Germany, Date

AUTHOR

Place, Date

APPENDIX I: Rights Granted

Rights granted according to Art. 3 include:

- **Online Publishing Rights:** All3DP may duplicate content and/or parts thereof (if needed, after prior digitalization) in any electronic format (e.g., as text or HTML file, PDF, e-paper, in emails, SMS and MMS) on any storage medium (e.g., CD-ROMs, DVDs, USBs and non-volatile storage devices) and save content to a database, transfer it via mobile or stationary devices such as, for example, stationary or portable computers, including tablet computers, Internet-enabled TVs, smartphones/cell phones, e-readers or other devices, using any type of data transmission, in particular wireless (including mobile telephony services) or wired, for the purpose of offering and distributing the content and sending, transmitting and making it accessible to the public or making it available for other uses, including interactive use, especially via Internet, for online services, including social networks (e.g., Facebook), in widgets, via apps and similar applications, via API, via push services, RSS feeds, podcasts, news services such as Twitter, downloading offers, electronic press reviews and also in a physical format.
- **Archiving Rights:** All3DP may save content and/or parts thereof together with other contributions and offerings on any storage medium for archival purposes and using the archives for duplication and for making the archives accessible to third parties (including end users), in particular for reproductions, downloads, transmission and printing. This applies to in-house archives and to restricted or unrestricted publicly accessible archives on the Internet and other electronic archives accessible via data networks.
- **Self-Advertising Rights:** All3DP may use content and/or parts thereof in print media, electronic media, in particular on the Internet, on television and for other media (e.g., posters/billboards and movie theaters) in order to advertise All3DP's products that contain (that is, that have contained or will contain) the content or otherwise enhance their commercial value (e.g., by means of reading samples, indexing and/or playing on the strength of so-called snippet or teaser content on portals, with aggregators or search engines, among others).
- **Editing Rights:** All3DP may technically process and edit content and/or parts thereof, while respecting the author's moral rights and the intellectual uniqueness of content, as well as translate content and use the resulting works in accordance with the provisions set forth in this contract.
- **Right to Use for any unknown types of use:** All3DP may use content for unknown types of use as stipulated in Sect. 31a of the German copyright law (*UrhG*), provided All3DP pays the AUTHOR an appropriate additional fee.