PART A - Contractual Framework and Cooperation

Preamble

Hahnemühle FineArt GmbH, Hahnestraße 5, 37586 Dassel, Germany (hereinafter referred to as "Hahnemühle"), is a renowned paper manufacturer that produces and distributes high-quality artist papers for photography, digital art, and art reproductions.

Building on its long-standing tradition and expertise in fine art printing, Hahnemühle has developed the My Art Registry (MAR 2.0) platform, a digital ecosystem designed to connect artists, certified print studios, and collectors through a secure and transparent workflow.

The MAR 2.0 platform provides artists with the opportunity to securely store, authenticate, present, and sell their artworks as fine art prints on certified Hahnemühle papers or as NFT-based digital artworks. The production of fine art prints is carried out under the print-on-demand principle, meaning that each print is produced only after a buyer has concluded a purchase agreement online and paid the corresponding purchase price in full.

All production of physical artworks takes place exclusively at Hahnemühle Certified Print Studios, each of which holds the "Certified Studio Platinum" status, ensuring that every print meets Hahnemühle's highest quality standards. Each fine art print produced through MAR 2.0 is equipped with a Hahnemühle hologram and accompanied by a Certificate of Authenticity (COA) bearing a unique identification number. Together, these form a tamper-proof authentication system for verifying the origin and authenticity of the artwork.

Within this framework, Hahnemühle provides artists with a digital storage and management service known as the Fine Data Storage Solution. This service allows artists to upload and securely store their high-resolution image files, metadata, and associated artwork information in preparation for sale on the MAR 2.0 platform. It also facilitates automated data transfer to the Certified Print Studio selected by the buyer during the order process.

The sale and purchase of artworks via the MAR 2.0 platform are governed by the General Terms and Conditions of Sale MAR 2.0, which define the rights and obligations of the artist and buyer. These Terms form an integral part of the overall contractual structure between the Artist, Hahnemühle, and the Buyer.

Hahnemühle itself does not become a contracting party to any purchase agreements concluded between artists and buyers. Instead, Hahnemühle acts solely as the platform operator, intermediary, and collection service provider, ensuring the technical, logistical, and financial coordination between the parties involved.

The MAR 2.0 platform is currently in its beta testing phase, which runs until 16 March 2026. During this period, artists may participate under preferential conditions as part of the pilot group. This agreement governs the rights and obligations of the contracting parties during the beta phase and—should the artist exercise the option right under Article 14.2—beyond this period.

Article 1 — Object of the Contract

1.1 Purpose and subject matter

1. The purpose of this contract is to regulate the rights and obligations of the contracting parties in connection with the use of the Fine Data Storage Solution and the technical integration of the Artist's artworks into the MAR 2.0 platform operated by Hahnemühle FineArt GmbH.
2. The Fine Data Storage Solution provides the Artist with a secure digital environment for the upload, management, and long-term storage of high-resolution artwork data, associated metadata, and related documentation necessary for presentation and sale through the MAR 2.0 platform.
3. The Fine Data Storage Solution further enables the automatic transfer of the Artist's image data and artwork information to the Certified Print Studio selected by a buyer during an order process on the MAR 2.0 platform, in accordance with the print-on-demand principle.

1.2 Relationship to the General Terms and Conditions of Sale MAR 2.0

1. The sale of artworks to buyers via the MAR 2.0 platform, including the conclusion of purchase contracts, production, delivery, and buyer rights, is governed exclusively by the General Terms and Conditions of Sale MAR 2.0 (hereinafter "GTC MAR 2.0").
2. Those terms form an integral part of the contractual framework between the Artist, Hahnemühle, and Buyers. In the event of any inconsistency between this contract and the GTC MAR 2.0 concerning sales transactions, the provisions of the GTC MAR 2.0 shall prevail.
3. This Fine Data Storage and Art Sales Contract therefore governs only the technical, organizational, and data-related services provided by Hahnemühle and the obligations of the Artist in connection with using the platform infrastructure.

1.3 Roles of the Parties

1. Hahnemühle FineArt GmbH acts as service provider and platform operator. It ensures the secure operation, maintenance, and availability of the Fine Data Storage Solution and the MAR 2.0 platform. Hahnemühle does not become a party to any purchase contracts concluded between the Artist and Buyers.
2. The Artist is the data owner and seller of the artworks offered via the MAR 2.0 platform. The Artist alone is responsible for the content, legality, and authenticity of all artworks and information uploaded to the system.
3. Certified Print Studios act as independent production partners that reproduce artworks on behalf of the Artist under the print-on-demand model and in accordance with Hahnemühle's quality

standards.

1.4 Scope of Services Provided by Hahnemühle

Hahnemühle's obligations under this contract comprise in particular:

a. providing access to the Fine Data Storage Solution and the technical infrastructure of the MAR 2.0 platform;
b. ensuring the encrypted storage and transmission of artwork data to the selected Certified Print Studio;
c. maintaining the platform's interoperability with blockchain functionality for NFT artworks, where applicable;
d. providing authentication tools, including the generation and assignment of Certificates of Authenticity (COA) and hologram identifiers; and
e. offering payment and transaction handling services in accordance with the artist participation framework defined in the GTC MAR 2.0.

1.5 Exclusions of Scope

1. Hahnemühle shall not be responsible for the artistic content, legal compliance, or intellectual-property aspects of the uploaded works.
2. Hahnemühle does not warrant the commercial success or sales performance of the Artist's artworks on the platform.
3. Hahnemühle's obligations do not include curatorial promotion, marketing, or individual customer communication, except as technically required to ensure platform functionality.

Article 2 – External Terms and Conditions; Gender Disclaimer

2.1 External Terms and Conditions

1. The legal relationship between the contracting parties with regard to all services and processes connected to this agreement shall be governed exclusively by the provisions of this contract and the General Terms and Conditions of Sale MAR 2.0 (GTC MAR 2.0) in their current version.
2. The inclusion of any general terms and conditions of the Artist or of third parties is hereby expressly excluded, even if Hahnemühle does not expressly object to them in individual cases.
3. In the event of any contradiction between this contract and the GTC MAR 2.0, the provisions of this contract shall take precedence insofar as they concern the operation of the Fine Data Storage Solution, while the GTC MAR 2.0 shall prevail in all matters relating to the sale of artworks via the MAR 2.0 platform.

2.2 Gender Disclaimer

For reasons of readability, personal designations are used in a gender-neutral or masculine form throughout this contract. All such terms shall be understood to apply equally to persons of all genders

and gender identities.

Article 3 — Contractual Partners, Certification, and Verification

3.1 Contractual Partners

1. The contractual partners under this agreement are:
    - Hahnemühle FineArt GmbH, Hahnestraße 5, 37586 Dassel, Germany (hereinafter referred to as "Hahnemühle"); and
    - the Artist, a natural or legal person registered on the MAR 2.0 platform who has entered into this Fine Data Storage and Art Sales Contract.
2. The Artist acts in his or her own name and for his or her own account when offering artworks for sale on the MAR 2.0 platform.
3. Certified Print Studios involved in the production of fine art prints do not become contractual partners of this agreement. Their legal relationship with Hahnemühle and the Artist is governed separately by the Contract of Labor and Work for the Production of Fine Art Prints via MAR 2.0.

3.2 Registration and Verification of the Artist

1. Participation in the MAR 2.0 platform requires the Artist to complete Hahnemühle's registration and verification process.
2. Verification is carried out via an in-person, video identification procedure, or an equivalent identity verification method recognized by Hahnemühle, requiring the presentation of a valid official identity document (identity card or passport).
3. Only verified Artists are authorized to upload artworks to the MAR 2.0 platform, store digital image files via the Fine Data Storage Solution, and offer artworks for sale.
4. The Artist must ensure that all data and information provided during registration and verification are accurate, complete, and kept up to date at all times.

3.3 Certification and Verification of Print Studios

1. The production of fine art prints through the MAR 2.0 platform may only be performed by Hahnemühle Certified Print Studios that hold the certification status "Certified Studio Platinum."
2. The certification process ensures that each Print Studio meets the technical, qualitative, and procedural standards established in Hahnemühle's *Excellence Program - Phase 1*.
3. Hahnemühle conducts regular audits and reviews to verify compliance with these standards. Should a Print Studio fail to maintain certification status, Hahnemühle may revoke its authorization to participate in the MAR 2.0 program.
4. Production is ordinarily carried out by a Certified Print Studio in the buyer's country of residence. Cross-border production may be authorized by Hahnemühle in exceptional cases, where this is required for quality assurance, technical feasibility, or special project execution.

3.4 Legal Position of the Parties

1. The Artist and the Certified Print Studio are independent contracting parties. The relationship between them constitutes a contract for work and services (Werkvertrag) under § 631 BGB.
2. Hahnemühle acts solely as the technical intermediary and collection service provider between the Artist, the Certified Print Studio, and the Buyer.
3. This agreement and the associated GTC MAR 2.0 do not establish any corporate relationship, partnership, or employment relationship between the Artist and Hahnemühle, nor between the Artist and any Certified Print Studio.
4. Each party bears sole responsibility for its own tax, legal, and business obligations arising from its role under this contractual framework.

3.5 Representation and Delegation

The Artist may engage employees, assistants, or authorized representatives to perform tasks connected with this agreement and participation on the MAR 2.0 platform.

Acts or omissions of such persons shall be attributed to the Artist in accordance with §§ 278 and 831 BGB.

The Artist shall ensure that all persons acting on his or her behalf comply fully with the provisions of this contract, the General Terms and Conditions of Sale MAR 2.0, and all applicable platform guidelines.

Article 4 — Production Object and Technical Specifications

4.1 Production Object

1. The subject of production under this agreement is the fine art print of a digital artwork uploaded by the Artist to the MAR 2.0 platform via the Fine Data Storage Solution.
2. Each fine art print is produced based on an individual buyer's order, under the print-on-demand principle, and is executed by a Certified Print Studio holding the status *Certified Studio Platinum*.
3. The corresponding digital master file, including color profiles, resolution data, and other metadata stored by the Artist in the Fine Data Storage system, serves as the sole production reference for the Certified Print Studio.
4. For each produced fine art print, Hahnemühle assigns a unique hologram identifier and corresponding Certificate of Authenticity (COA), which together constitute the artwork's proof of authenticity and traceability within the MAR 2.0 ecosystem.

4.2 Transmission of Image Data

1. The transfer of the image file and related production metadata from the Fine Data Storage Solution to the Certified Print Studio occurs automatically through the MAR 2.0 platform after a buyer has completed a purchase transaction.

2. The data transmission is performed using encrypted communication channels and complies with Hahnemühle's current technical and organizational data-security standards in accordance with Art. 32 GDPR.
3. The Artist authorizes Hahnemühle to transmit only the data necessary for the production and authentication of the ordered artwork. All other data stored in the Fine Data Storage system remains inaccessible to the Print Studio.

4.3 Technical and Quality Specifications

1. The Certified Print Studio must reproduce the artwork exclusively on Hahnemühle FineArt paper selected by the Artist and using inks, profiles, and production parameters compliant with the *Hahnemühle Excellence Program - Phase 1*.
2. The Artist is responsible for ensuring that the uploaded image data meets the technical requirements for print production (resolution, color space, file format).
3. Hahnemühle provides Artists with detailed technical specifications and print profiles through the MAR 2.0 platform. Compliance with these specifications is mandatory for ensuring consistent quality.
4. Hahnemühle reserves the right to reject or temporarily suspend files that do not meet these standards until the Artist has corrected the technical deficiencies.

4.4 Cooperation Obligations

1. The Artist shall respond promptly to any inquiries from Hahnemühle or the Certified Print Studio concerning missing or inconsistent data required for production.
2. If the Artist fails to provide the necessary information within three (3) working days of notification, Hahnemühle may temporarily suspend the processing of the corresponding order until the issue is resolved.
3. Such temporary suspension shall not be deemed a delay or breach on the part of Hahnemühle or the Certified Print Studio.

4.5 Integrity and Security of Image Data

1. The Artist remains the owner of all digital image files uploaded to the Fine Data Storage Solution.
2. Hahnemühle is responsible for maintaining the integrity, confidentiality, and availability of the stored data through appropriate security measures, backups, and controlled access management.
3. The Artist is obliged to retain an independent backup copy of all uploaded image files and metadata outside the Fine Data Storage system. Hahnemühle is not liable for any loss of data resulting from the Artist's failure to maintain such independent backups.

Article 5 – Duties of the Artist

5.1 General Responsibilities

1. The Artist shall fulfill all contractual, technical, and legal obligations arising from this agreement, the General Terms and Conditions of Sale MAR 2.0, and all applicable platform policies.
2. The Artist is solely responsible for the accuracy, completeness, and legality of all data, image files, and metadata uploaded to the Fine Data Storage Solution and for ensuring that such data are suitable for the intended production process.
3. The Artist undertakes to act in good faith and to cooperate fully with Hahnemühle and the Certified Print Studios to ensure the smooth execution of orders placed through the MAR 2.0 platform.

5.2 Lawfulness and Copyright Compliance

1. The Artist warrants that he or she is the lawful author or rights holder of all artworks, image data, and content uploaded to the Fine Data Storage Solution.
2. The Artist shall ensure that no artwork or related material infringes third-party rights, including but not limited to copyright, trademark, design, moral, or personal rights.
3. The Artist shall refrain from uploading or publishing any content that is illegal, defamatory, obscene, discriminatory, or otherwise violates applicable law or public policy.
4. The Artist shall indemnify and hold harmless Hahnemühle and any Certified Print Studio from all third-party claims arising out of or in connection with any infringement resulting from the Artist's uploaded content, data, or representations.

5.3 Data Management and Technical Obligations

1. The Artist is responsible for ensuring that all files uploaded to the Fine Data Storage Solution meet the technical specifications defined by Hahnemühle, including file format, resolution, and color space.
2. The Artist shall regularly review stored image data and metadata to ensure ongoing accuracy and currency.
3. The Artist must maintain an independent backup of all uploaded data. Hahnemühle shall not be liable for any data loss or corruption resulting from the Artist's failure to keep such backup copies.
4. In the event that uploaded data are incomplete, corrupted, or otherwise unsuitable for production, the Artist shall promptly correct or replace the affected files upon notification by Hahnemühle or the Certified Print Studio.

5.4 Cooperation and Communication

1. The Artist shall respond promptly—within three (3) working days—to any written inquiries, requests for clarification, or notifications from Hahnemühle or the Certified Print Studio concerning the production or verification of artworks.
2. If the Artist fails to provide the required response or missing information within this period, Hahnemühle may temporarily suspend the affected production process until clarification is received.
3. Repeated failure to respond to communication requests may constitute a material breach of contract and entitle Hahnemühle to terminate this agreement in accordance with Article 13.

5.5 Confidentiality and Data Protection

1. The Artist shall treat all non-public information, technical specifications, and platform data received from Hahnemühle as confidential and shall not disclose such information to third parties without prior written consent.
2. The Artist shall ensure that all processing of personal data within his or her control complies with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).
3. The Artist acknowledges that he or she acts as the data controller under Art. 4(7) GDPR for buyer-related personal data obtained through sales on the MAR 2.0 platform and undertakes to process such data exclusively for lawful and contractually permitted purposes.

5.6 Maintenance of Account and Contact Information

1. The Artist must keep his or her MAR 2.0 user account information, including contact and banking details, up to date at all times.
2. All contractual communications from Hahnemühle shall be deemed validly delivered when sent to the latest contact details provided by the Artist through the MAR 2.0 platform.

5.7 Prohibition of Circumvention

The Artist is prohibited from circumventing or attempting to circumvent the MAR 2.0 platform's technical, contractual, or payment systems in order to conclude transactions directly with buyers outside the platform. Any such action constitutes a material breach of contract and may result in immediate termination of this agreement and suspension of the Artist's MAR 2.0 account.

Article 6 — Obligations of the Print Studio

6.1 General Obligations

1. The Certified Print Studio undertakes to produce fine art prints on behalf of the Artist in accordance with the print-on-demand principle under the MAR 2.0 platform.
2. Each print job is initiated automatically via the Fine Data Storage system and executed based solely on the digital image data and metadata provided by the Artist through the platform.
3. The Certified Print Studio shall execute each production order professionally, diligently, and in compliance with the technical and quality standards defined by Hahnemühle.

6.2 Use of Hahnemühle Materials

1. The Certified Print Studio is required to use exclusively Hahnemühle FineArt papers and Hahnemühle-approved inks corresponding to the paper type selected by the Artist.
2. The procurement of materials is conducted independently by the Certified Print Studio and on its own account through authorized Hahnemühle trading partners.
3. The Print Studio must ensure that sufficient stocks of materials are maintained at all times to meet the standard production time of fourteen (14) days from the receipt of the production order.

6.3 Production Quality and Hologram Application

1. The Certified Print Studio must produce flawless prints in accordance with the Artist's stored specifications and the parameters transmitted through the MAR 2.0 platform.
2. Each artwork offered through the MAR 2.0 platform already has a Certificate of Authenticity (COA) assigned to it by the Artist at the time of upload. The COA is uniquely numbered and digitally linked to the corresponding artwork record in the platform database.
3. Upon completion of production, the Certified Print Studio shall affix the hologram to the reverse of the fine art print and attach the original COA provided by Hahnemühle to the artwork's packaging in accordance with Hahnemühle's handling guidelines.
4. The Print Studio shall confirm in the MAR 2.0 platform that the assigned COA number has been applied and that the artwork and certificate correspond.
5. Each artwork must be delivered or made available for collection only after this step has been completed and validated in the system.

6.4 Handling of Image Data and Confidentiality

1. The Certified Print Studio may use the Artist's image data solely for the execution of the respective print job. Any storage, duplication, or further use of image data beyond the production process is prohibited.
2. After completion of production, the Print Studio must delete all received image files and metadata from its local storage systems, except for data required by statutory retention obligations or for audit purposes defined by Hahnemühle.
3. The Print Studio shall maintain strict confidentiality regarding all image data, COA information, and buyer or artist details made available through the MAR 2.0 platform.
4. The Print Studio is recommended to maintain cyber insurance or an equivalent policy to protect against data theft, breaches, or loss arising from unauthorized access.

6.5 Reporting Obligations and Communication

1. The Print Studio shall use the MAR 2.0 platform's designated reporting tools to update the production status, completion date, and collection or delivery information for each order.
2. Any production delays, technical issues, or defects must be reported immediately to Hahnemühle and the Artist via the platform's communication system.
3. The Print Studio shall provide evidence of timely notification in the event of delays or interruptions. Failure to provide such notice may result in exclusion from the MAR 2.0 or suspension of certification status.

6.6 Collection and Handover Procedure

1. The Certified Print Studio shall offer the completed fine art print for personal collection by the buyer at the studio's location or, if requested, organize home delivery at the buyer's expense and risk.

2. When handing over the artwork, the Print Studio must verify the buyer's identity by checking a valid identification document and obtain written confirmation that the artwork has been received in perfect condition, along with the COA.
3. The Print Studio shall retain digital proof of handover and buyer confirmation within the MAR 2.0 system as evidence of completion.

6.7 Returns, Cancellations, and Destruction

1. In the event of a buyer cancellation or a return authorized through the MAR 2.0 platform, the Print Studio shall receive notification via the system.
2. The Print Studio must inspect the returned artwork together with the buyer, document its condition, and prepare a short written and photographic record.
3. The Print Studio shall then destroy the returned artwork and the accompanying COA in accordance with the instructions received from Hahnemühle.
4. The Print Studio must confirm the destruction in the MAR 2.0 system by uploading a signed destruction record and photographs as proof of compliance.

6.8 Compliance and Auditing

1. The Certified Print Studio is subject to Hahnemühle's quality audits and process reviews at regular intervals.
2. The Print Studio must provide full cooperation during such audits, including access to relevant production data, premises, and documentation demonstrating compliance with certification requirements.
3. In case of repeated or material non-compliance, Hahnemühle may suspend or revoke the Print Studio's certification and exclude it from further participation in MAR 2.0 production workflows.

Article 7 – Payments and Payment Terms

7.1 General Principles

1. All payments in connection with orders placed via the MAR 2.0 platform are processed exclusively through Hahnemühle FineArt GmbH, acting as the collection service provider authorized by the Artist.
2. Payment of the purchase price by the buyer to Hahnemühle shall fully discharge the buyer's payment obligation toward the Artist.
3. The financial settlement between Hahnemühle, the Artist, and the Certified Print Studio shall follow the workflow defined in this Article.

7.2 Payment Calculation and Visibility in MAR 2.0

1. All payment information and remuneration amounts for Certified Print Studios and Artists are generated automatically within the MAR 2.0 platform.

2. Upon completion of a production order and after the expiry of the fourteen (14)-day return period applicable to buyers, the corresponding payable amounts become visible in the respective user interfaces:

    a. in the Print Studio section ("Print Studio MAR") for Certified Print Studios, showing the production costs to be paid out; and
    b. in the Artist section ("Art Studio MAR") for Artists, showing the payout amount due for each completed order.

3. Hahnemühle automatically executes all payments based on this data. Payments are made on the fifteenth (15th) of each month for all orders completed and whose return period expired before the fifteenth (15th) of the previous month.

4. Certified Print Studios and Artists can download detailed electronic statements and payment summaries from their respective MAR 2.0 dashboards for accounting purposes.

5. Manual invoicing or separate payment claims outside the MAR 2.0 platform are not permitted.

7.3 Payment to the Certified Print Studio

1. Hahnemühle shall remit payment of the invoiced production costs to the Certified Print Studio within four (4) weeks after verified handover of the print to the buyer.
2. Payment shall be made to the bank account specified by the Certified Print Studio.
3. No payment shall be due if the order is canceled or the print is returned and destroyed under Article 6.7.

7.4 Allocation and Payout to the Artist

1. After receipt of the buyer's payment, Hahnemühle shall allocate the transaction in accordance with the GTC MAR 2.0:

    a. deducting the production costs payable to the Certified Print Studio,
    b. deducting Hahnemühle's agreed service and transaction fees, and
    c. crediting the remaining payout amount to the Artist.

2. The Artist's payout is effected in accordance with the payment schedule defined in the Fine Data Storage and Art Sales Participation Agreement and reflected in the Art Studio in MAR 2.0.

3. All payouts are made in EUR to the bank account recorded in the Artist's MAR 2.0 profile.

7.5 Taxes and Accounting

1. Each party is responsible for its own tax reporting and compliance obligations.
2. The Artist and the Certified Print Studio shall ensure correct invoicing and VAT handling in accordance with applicable tax law.

3. Hahnemühle provides electronic transaction summaries through the MAR 2.0 platform to assist the parties in their accounting obligations.

7.6 Default of Payment

1. If, for any reason beyond Hahnemühle's control, a buyer's payment cannot be collected, is reversed, or must be refunded, the corresponding information and transaction status are automatically updated within the MAR 2.0 platform.
2. Notifications concerning payment failures, refunds, returns, or complaints are provided exclusively through the respective Art Studio MAR and Print Studio MAR dashboards.
3. In such cases, payouts to the Artist and Certified Print Studio are automatically suspended within MAR 2.0 until the buyer's payment has been successfully received and verified.
4. Interest on late payment shall accrue in accordance with § 288 BGB.

7.7 No Direct Settlement

The Artist and the Certified Print Studio shall not enter into any direct financial settlement or side agreement outside the MAR 2.0 platform for orders initiated through the platform.

All financial transactions relating to such orders shall be processed exclusively through Hahnemühle.

Article 8 — Additional Operational and Transitional Provisions

8.1 Platform Maintenance and Development

1. Hahnemühle may temporarily restrict access to the MAR 2.0 platform or the Fine Data Storage Solution where necessary for maintenance, security, or system upgrades.
2. Hahnemühle shall, where possible, notify Artists in advance of any planned downtime, unless immediate intervention is required to protect data security or system integrity.
3. During the beta testing phase ending on 16 March 2026, system functionalities may be adjusted, enhanced, or replaced. Such adjustments do not constitute a defect or breach of contract.

8.2 Transitional Arrangements for the Beta Phase

1. Artists participating during the beta phase acknowledge that certain technical processes, user interfaces, and pricing structures are subject to modification before the official launch of the MAR 2.0 platform.
2. If substantial procedural or contractual changes occur, Hahnemühle will inform Artists in writing or via the MAR 2.0 platform and offer reasonable adaptation or continuation terms.
3. The Artist may terminate participation at the end of the beta phase with one 1. month's written notice if the updated conditions are not accepted.

8.3 Continuity Beyond the Beta Phase

1. If the Artist continues to use the MAR 2.0 platform after the beta phase, this contract shall remain valid under the updated operational terms communicated by Hahnemühle, unless expressly terminated by either party, unless the Artist objects in writing within thirty (30) days of notification.
2. The Artist's continued use of the platform beyond the beta phase constitutes acceptance of such updated operational terms.
3. All other provisions of this agreement remain unaffected.

8.4 Platform Communication and Version Control

1. All official notifications, technical instructions, and procedural updates related to MAR 2.0 operations shall be communicated electronically via the platform and are deemed received upon publication in the user's respective dashboard (Art Studio MAR or Print Studio MAR).
2. The current version of the operating and procedural rules published within the platform applies at all times.

8.5 Limitation of Service Liability During Beta Phase

During the beta testing phase, Hahnemühle's liability for temporary interruptions, data inconsistencies, or limited system availability shall be restricted to cases of intent or gross negligence. Once the beta phase concludes, the general liability provisions under Article 33 apply.

PART B – Offering Works of Art for Sale via MAR 2.0

Article 9 – Sales Offer via MAR 2.0

9.1 Creation of a Sales Offer

1. If the Artist wishes to offer an image stored in the Fine Data Storage Solution for sale via MAR 2.0, the Artist must provide the information listed in paragraph (2) through the platform's upload interface.

2. The following data are mandatory for each artwork listing and will be published on the MAR 2.0 platform once verified by Hahnemühle:

    - Name of the Artist;
    - Title of the image;
    - Description of the work;
    - Indication whether the edition is *open* or *limited*;
    - For limited editions: the total edition size;
    - Dimensions of the print;
    - Print type (matt, glossy, baryta, etc.);
    - Designation of the Hahnemühle paper to be used;

- Net payout amount to be received by the Artist after deduction of printing costs, Hahnemühle's commission, and statutory VAT.

3. The Artist determines these specifications independently but is bound by:

   a. the print sizes, papers, and print media made available on the MAR 2.0 platform; and
   b. the corresponding production costs for certified fine-art printing.

9.2 Determination of Prices and Payment Amounts

1. The Artist sets the net payout amount he or she wishes to receive for the sale of a fine art print. The net payout amount may not fall below EUR 150.00.
2. Based on this net payout amount, the MAR 2.0 calculation module automatically determines the final gross purchase price payable by the buyer. The calculation incorporates printing costs, Hahnemühle's commission, and statutory VAT.
3. The final gross purchase price is displayed to the Artist prior to activation of the sales listing and must be expressly confirmed by the Artist before publication.

9.3 Publication of the Offer

1. Once all mandatory information has been entered and confirmed, the sales offer is transmitted to Hahnemühle for technical validation.
2. The artwork is then displayed on the MAR 2.0 platform as *available for purchase*, unless it remains in a temporary waiting area pending verification of its Certificate of Authenticity under Article 10.
3. The Artist may withdraw or modify a listing at any time until a purchase contract has been concluded.

9.4 Responsibility for Accuracy of Information

1. The Artist is solely responsible for the correctness, completeness, and legality of all information provided for each sales offer.
2. Hahnemühle may request clarification or supporting documentation and is entitled to suspend or withhold publication until accurate information is provided.

9.5 Platform Representation and Language

All information for buyers is displayed in the languages and format made available by the MAR 2.0 platform. Hahnemühle may translate or standardize terminology for clarity without altering the substantive content of the Artist's offer.

Article 10 – Purchase and Use of Certificate of Authenticity Kit

10.1 Requirement to Use Hahnemühle Certificates of Authenticity

1. To offer any artwork for sale as a fine art print and/or NFT via the MAR 2.0 platform, the Artist must obtain and use official Hahnemühle Certificates of Authenticity made of handmade paper, each accompanied by a matching hologram (the *Certificate of Authenticity Kit*, article no. 10640397).
2. Each Kit contains consecutively numbered pairs of holograms: one to be attached to the physical artwork by the Certified Print Studio and one embedded in the paper certificate.

10.2 Acquisition of the Kit

1. The Artist acquires the Certificate of Authenticity Kit directly from an authorized Hahnemühle dealer prior to listing an artwork for sale.
2. The Artist shall keep unused certificates and holograms secure and may use them only for artworks stored and listed on the MAR 2.0 platform.

10.3 Creation of the Certificate

1. For every artwork intended for sale, the Artist shall prepare a corresponding Certificate of Authenticity containing at least:
    - Name of the Artist;
    - Small-format image (thumbnail) of the artwork;
    - Title of the image;
    - Date of creation;
    - Medium or substrate;
    - Description of the work;
    - Indication whether the edition is open or limited, and—if limited—the total edition size and the individual edition number;
    - Image dimensions;
    - Print type; and
    - Designation of the Hahnemühle paper to be used.
2. The certificate must be signed by the Artist and must carry one of the numbered holograms from the Kit.

10.4 Submission and Verification by Hahnemühle

1. The Artist shall send the completed Certificate of Authenticity, together with the corresponding hologram number, to Hahnemühle for verification.
2. Hahnemühle checks the accuracy and completeness of the certificate and compares it with the image data and metadata stored in the MAR 2.0 system.
3. The artwork will remain unpublished until this verification is completed. This is visible only to the Artist in the waiting area of the platform.
4. Once the verification is complete, Hahnemühle confirms the validity of the certificate and releases the artwork for public sale on the MAR 2.0 platform.

10.5 Dispatch of COA and Hologram to Print Studio

1. When a sale occurs, Hahnemühle dispatches the validated physical certificate and the matching hologram to the Certified Print Studio designated for production.
2. The Print Studio affixes the hologram to the reverse of the fine art print and attaches the original certificate to the packaged artwork in accordance with Hahnemühle's handling procedures.
3. The Print Studio confirms completion in the MAR 2.0 system by entering the COA number and marking the order as ready for buyer collection or delivery.

10.6 Validity and Misuse Prevention

1. Certificates of Authenticity are valid only after verification and registration in the MAR 2.0 database.
2. The Artist may not reuse, duplicate, or transfer COAs or holograms to third parties outside the MAR 2.0 ecosystem.
3. Hahnemühle reserves the right to deactivate or blacklist any certificate numbers suspected of misuse.

Article 11 - NFT Artworks

11.1 Option to Offer NFT Artworks

1. The Artist may offer digital image files stored in the Fine Data Storage Solution as NFT Artworks via the MAR 2.0 platform. This offer may be made in addition to, or instead of, an offer for the sale of a fine-art print.
2. All conditions and data requirements set out in Article 9 (Sales Offer via MAR 2.0) and Article 10 (Purchase and Use of Certificate of Authenticity Kit) apply correspondingly to NFT Artworks.

11.2 Prerequisites for Offering NFT Artworks

1. Before listing an NFT Artwork, the Artist must:

    a. possess a verified digital wallet compatible with the blockchain network used by MAR 2.0 (currently Ethereum / ETH);
    b. link that wallet to the Artist's MAR 2.0 account through the secure interface provided; and
    c. purchase or assign a valid Certificate of Authenticity Kit as described in Article 10.

2. Each NFT Artwork offered for sale must correspond to a single certificate number already registered in the MAR 2.0 database.

11.3 Currency, Pricing, and Payouts

1. NFT Artworks are offered in the cryptocurrency Ethereum (ETH).
2. The Artist specifies the net payout amount he or she wishes to receive after deduction of Hahnemühle's commission and applicable VAT. The net payout amount for NFT Artworks may not

fall below EUR 10,000 (net) or its equivalent in ETH.
3. The MAR 2.0 system automatically converts and displays the total gross purchase price payable by the buyer in ETH, incorporating Hahnemühle's commission and statutory VAT.
4. Payments, conversions, and payouts follow the automated procedures integrated into the MAR 2.0 payment infrastructure. Hahnemühle acts as a collection service provider in accordance with the GTC MAR 2.0.

11.4 Minting and Transfer of Ownership

1. Upon conclusion of a purchase contract for an NFT Artwork, the corresponding NFT token is minted on the designated blockchain and transferred to the buyer's registered wallet.
2. The token references the artwork's metadata, including its COA number, edition data, and the Artist's identity.
3. The buyer thereby acquires ownership of the NFT token only; all intellectual-property rights in the underlying artwork remain with the Artist in accordance with Article 9 of the GTC MAR 2.0.

11.5 Data Integrity and Security

1. All blockchain transactions are executed through Hahnemühle's verified smart-contract infrastructure.
2. The Artist must ensure that the linked wallet is properly secured and that private keys or access credentials are not disclosed to third parties. Hahnemühle assumes no responsibility for loss of access to wallets or tokens caused by the Artist's negligence.

11.6 Authenticity and Verification

1. Each NFT Artwork is linked to a verified Certificate of Authenticity (COA) and its unique hologram number.
2. Hahnemühle validates this linkage before the NFT Artwork is released for sale. Until verification is complete, the listing remains unpublished, which is visible only to the Artist.

11.7 Prohibited Uses

1. The Artist may not mint or offer identical or substantially similar NFTs of the same artwork on any platform outside MAR 2.0 during the term of this contract and for twelve (12) months thereafter.
2. The Artist may not transfer or sell NFT tokens privately or through unauthorized intermediaries outside the MAR 2.0 system.

Article 12 - Order of Publications

12.1 Display Sequence of Artworks

1. Artworks offered for sale by the Artist on the MAR 2.0 platform are displayed according to a publication sequence that prioritizes the most recently uploaded or newly activated listings.

2. Accordingly, the newest artworks added by the Artist are shown first in the Artist's portfolio and, by default, appear in chronological order of publication in the publicly visible gallery view.

12.2 Search and Sorting Options

1. The MAR 2.0 platform may also display artworks based on dynamic factors such as search relevance, filters selected by users, or curated promotional placement determined by Hahnemühle's algorithm.
2. Such dynamic arrangements serve to improve user experience and visibility but do not alter the chronological order within the Artist's individual portfolio.

12.3 No Entitlement to Specific Placement

The Artist acknowledges that the display sequence and visibility of artworks may vary due to search parameters, browser settings, or marketing campaigns on the platform. The Artist has no legal entitlement to a fixed or prioritized position beyond the standard chronological publication order.

Article 13 - Exclusivity of the Sales Offer

13.1 Exclusivity Obligation

1. For the duration of this contract, the Artist undertakes to offer exclusively via the MAR 2.0 platform all artworks that have been uploaded, registered, and offered for sale within the platform environment.
2. The Artist is prohibited from offering these artworks—whether as physical fine-art prints or as NFT artworks—through direct competitors of Hahnemühle or through any other distribution channels that bypass Hahnemühle and the MAR 2.0 platform.

13.2 Consequences of Breach

1. If the Artist breaches the exclusivity obligation, Hahnemühle remains entitled to receive the commission that would have accrued had the sale been made via MAR 2.0.
2. Further claims for damages or injunctive relief remain unaffected. Hahnemühle may also deactivate or suspend the Artist's account in accordance with Article 19 (Deactivation of Sales Offers).

13.3 Permitted Exceptions

1. The Artist may exhibit or publish the artworks for non-commercial promotional purposes—such as in portfolios, exhibitions, catalogs, or press features—provided that no direct sale is concluded outside MAR 2.0.
2. Any other deviation from exclusivity requires Hahnemühle's prior written consent.

Article 14 - Assurance of Existing Rights to Presented Images

14.1 Guarantee of Authorship and Rights of Use

1. The Artist warrants and represents that he or she is the sole author and rights holder of all artworks uploaded to and offered for sale via the MAR 2.0 platform.
2. The Artist further warrants that he or she may freely dispose of all necessary exploitation rights to the artworks and that such rights are free of third-party claims, pledges, or restrictions.

14.2 Rights of Depicted Persons and Third Parties

1. Where an artwork contains images of identifiable persons, objects protected by intellectual-property rights, or other third-party works, the Artist shall ensure that all required consents, licenses, or releases have been lawfully obtained.
2. The Artist shall maintain verifiable evidence of such consents or licenses and provide them to Hahnemühle upon request for inspection or verification.

14.3 Compliance with Legal Provisions

1. The Artist guarantees that publication of the artworks on the MAR 2.0 platform does not infringe applicable laws, in particular:

    a. copyright and related rights;
    b. trademark, design, or competition law;
    c. rights of privacy and personal portrayal; and
    d. criminal or youth-protection legislation.

2. The Artist shall not upload or offer for sale any artwork whose publication or distribution would violate statutory prohibitions or public policy.

14.4 Indemnification

1. The Artist shall indemnify and hold harmless Hahnemühle, its affiliates, and all Certified Print Studios against any third-party claims, including reasonable legal costs, arising from a breach of the warranties and obligations set out in this Article.
2. The indemnity also covers claims arising from alleged infringements where the Artist cannot provide sufficient evidence of the required permissions or rights.

Article 15 - No Publication of Offensive Works of Art

15.1 Prohibited Content

1. The Artist shall not upload to, display on, or offer for sale via the MAR 2.0 platform any artworks that contain or depict content which is:

    a. pornographic, sexually explicit, or obscene;
    b. glorifies or trivializes violence, war, or cruelty;

c. violates the laws protecting minors or human dignity;
d. incites hatred or discrimination based on race, ethnicity, gender, religion, sexual orientation, disability, or similar grounds; or
e. otherwise contrary to public order, good morals, or applicable law.

15.2 Responsibility for Content

1. The Artist remains solely responsible for ensuring that all artworks uploaded to the MAR 2.0 platform comply with the legal and ethical standards set out in paragraph 15.1.
2. The Artist acknowledges that Hahnemühle is not obliged to pre-screen uploaded artworks but may carry out random or targeted checks to verify compliance.

15.3 Right of Removal and Suspension

1. Hahnemühle reserves the right to immediately remove or deactivate any artwork or sales offer that it reasonably suspects to breach the provisions of this Article.
2. In cases of repeated or serious violations, Hahnemühle may suspend or terminate the Artist's access to the MAR 2.0 platform in accordance with Article 19 (Deactivation of Sales Offers).
3. Removal or suspension under this clause does not entitle the Artist to any claims for damages or reimbursement of fees.

15.4 Notification

Where practicable, Hahnemühle shall inform the Artist of any removal or suspension decision through the MAR 2.0 platform dashboard, providing a short explanation of the reason for the measure and offering the Artist the opportunity to respond.

Article 16 - Liability and Indemnification Claims

16.1 Liability of the Artist

1. The Artist shall be liable for all damages incurred by Hahnemühle, its affiliated companies, or third parties as a result of:

    a. a breach of the representations and warranties outlined in Article 14 (Assurance of Existing Rights);
    b. the publication or offering for sale of artworks that infringe third-party rights or applicable law; or
    c. the Artist's non-compliance with the contractual obligations under this agreement or the GTC MAR 2.0.

2. The Artist's liability also extends to the conduct of employees, assistants, or other persons acting on the Artist's behalf, pursuant to §§ 278 and 831 BGB.

16.2 Indemnification Obligation

1. The Artist shall indemnify and hold harmless Hahnemühle, its employees, authorized representatives, Certified Print Studios, and other contractual partners against all third-party claims, demands, losses, and costs (including reasonable legal fees) arising from a breach of the obligations listed in paragraph 16.1.

2. This indemnity extends in particular to:

    a. claims alleging copyright or personality rights infringement;
    b. claims under competition, trademark, or design law; and
    c. claims resulting from unlawful, defamatory, discriminatory, or otherwise impermissible content published on the MAR 2.0 platform.

16.3 Cooperation Duty

In the event of a third-party claim, the Artist shall cooperate fully and promptly with Hahnemühle by providing all documents, evidence, and declarations reasonably required for legal defense or settlement. Failure to cooperate may constitute a material breach of contract and entitle Hahnemühle to claim damages or suspend the Artist's account.

16.4 Limitation of Hahnemühle's Liability

1. Hahnemühle's liability towards the Artist for any damages arising in connection with the publication or sale of artworks shall be governed exclusively by Article 33 (Liability) of this contract.
2. In particular, Hahnemühle shall not be liable for damages resulting from inaccurate information, insufficient rights clearance, or other breaches attributable to the Artist.

Article 17 – Rights of Use for Publication on MAR 2.0

17.1 Grant of Rights for Sale Listings

1. For the purpose of displaying and offering artworks for sale via the MAR 2.0 platform, the Artist grants Hahnemühle a worldwide, non-exclusive right to make the uploaded artworks publicly accessible (§ 19a UrhG) for the duration of the sales offer.
2. This right includes the technical reproduction, formatting, and display of the artwork on the MAR 2.0 website, associated mobile applications, and platform interfaces that facilitate sales and authentication processes.
3. The rights granted under this paragraph expire automatically upon removal of the artwork from the MAR 2.0 platform or upon termination of the sales offer.

17.2 Use for Promotion of the MAR 2.0 Platform

1. The Artist further grants Hahnemühle a simple right of use, unlimited in time, place, and content, to utilize the artworks for the promotion and communication of the MAR 2.0 platform and its services.

2. This includes, but is not limited to, the right to reproduce and display the artworks in print and digital media such as:

    - catalogs, brochures, and press kits;
    - trade-fair presentations and lectures;
    - advertisements, posters, and annual reports;
    - corporate videos and promotional films; and
    - social-media channels and websites operated by or on behalf of Hahnemühle.

3. When used for such promotional purposes, Hahnemühle shall credit the Artist by name in an appropriate and industry-standard manner, wherever technically feasible.

17.3 No Transfer of Economic Rights

1. The rights of use granted under this Article do not constitute a transfer of copyright or other economic rights.
2. All ownership, moral rights, and reproduction rights remain exclusively with the Artist.

17.4 Revocation of Promotional Use

1. The Artist may revoke Hahnemühle's promotional usage right for good cause, provided that the reason is justified and the revocation is submitted in writing.
2. In such cases, Hahnemühle will cease using the artwork for future promotional materials within a reasonable period. Existing printed or digital materials already in circulation may continue to be used until stocks are exhausted or replaced.

Article 18 - AI Scraping

18.1 Awareness of Potential AI Scraping

1. The Artist acknowledges that images and artworks made publicly accessible on the Internet may be copied or analyzed by third parties for the purpose of training or developing artificial intelligence (AI) systems—so-called *AI scraping* or *text, and data-mining*.
2. Hahnemühle has no technical or legal means to prevent such external data-mining activities when artworks are lawfully accessible on the MAR 2.0 platform.

18.2 Responsibility of the Artist

1. If the Artist wishes to prevent AI scraping of his or her artworks, the Artist is responsible for implementing appropriate protection measures.

2. Such measures may include:

    a. declaring a machine-readable opt-out for text- and data-mining purposes pursuant to § 44b UrhG or equivalent legal standards;

b. applying recognized _robots.txt_ or metadata identifiers signaling opt-out status; and
c. linking the artwork to unique digital identifiers or similar protective technologies.

18.3 Limitation of Hahnemühle's Liability

1. Hahnemühle is not liable for any use of artworks by third parties in the context of AI scraping, automated data-mining, or similar activities beyond its control.
2. The Artist releases Hahnemühle from all third-party claims arising from AI scraping or comparable uses of artworks made publicly available via the MAR 2.0 platform.

Article 19 - Deactivation of the Artist's Sales Offers

19.1 Grounds for Deactivation

1. Hahnemühle may deactivate, block, or render inactive any of the Artist's sales offers on the MAR 2.0 platform if there is sufficient reason to believe that:

    a. the uploaded image or its reproduction violates this contract, the GTC MAR 2.0, or applicable law;
    b. the content infringes third-party rights or the rights of persons depicted;
    c. subscription payment can't be processed due to insufficient funds or defective payment methods;
    d. the artwork contravenes Article 15 (No Publication of Offensive Works of Art); or
    e. the Artist otherwise acts contrary to the purpose or integrity of the MAR 2.0 platform.

19.2 Procedure and Notification

1. Where practicable, Hahnemühle shall notify the Artist before or immediately after deactivation, indicating the reason for the measure.
2. The Artist may submit a written statement or request review through the platform within ten (10) working days of receiving the notice.
3. If the review confirms that the violation has been remedied or was unfounded, Hahnemühle shall promptly reinstate the offer.

19.3 Consequences of Deactivation

1. While an offer is deactivated, it will not be visible to buyers and cannot be purchased via the MAR 2.0 platform.
2. Repeated or material violations may lead to suspension or termination of the Artist's account pursuant to Article 33 (Liability) and Article 34 (Final Provisions).
3. Deactivation or suspension for justified reasons does not entitle the Artist to compensation, reimbursement of fees, or other claims against Hahnemühle.

19.4 Restoration

Hahnemühle will restore the deactivated sales offer once the underlying issue has been resolved and compliance with this contract has been verified through the MAR 2.0 system.

Article 20 – Alleged Infringements by Third Parties

20.1 Notification of Alleged Infringement

1. If a third party claims that the publication or offering of an artwork on the MAR 2.0 platform infringes its rights, violates legal provisions, or is otherwise unlawful, Hahnemühle will promptly notify the Artist.
2. The notification will include the identity of the complainant (if disclosed), a description of the alleged infringement, and a request for the Artist to respond within the period specified in paragraph 20.2.

20.2 Artist's Duty to Cooperate

1. The Artist shall provide Hahnemühle with all relevant information, documentation, and declarations necessary to assess or defend against the claim within ten (10) working days of receiving the notice.
2. If the Artist fails to respond within this period or if the information provided is incomplete or insufficient to clarify the legal situation, Hahnemühle may take interim measures in accordance with paragraph 20.3.

20.3 Interim Measures and Removal of Content

1. Where justified by the claim, Hahnemühle is entitled to temporarily remove or deactivate the disputed artwork from the MAR 2.0 platform without the Artist's consent until the matter is resolved.
2. The same applies if, despite the Artist's response, reasonable doubt remains as to the legality of the publication or use of the artwork.
3. Hahnemühle may maintain the removal until the legal situation has been conclusively clarified by agreement, settlement, or final court decision.

20.4 Resolution and Restoration

1. If the claim proves unfounded or is withdrawn, Hahnemühle shall promptly reinstate the artwork and notify the Artist.
2. If the claim is confirmed or the Artist fails to cooperate, the artwork shall remain deactivated or deleted, and the Artist shall bear any damages or costs incurred as a result.

20.5 Liability for Third-Party Claims

The Artist shall indemnify and hold harmless Hahnemühle and its affiliates from any damages, costs, or expenses (including reasonable legal fees) arising from third-party claims in connection with an alleged

infringement, except where such claims are demonstrably caused by Hahnemühle's own gross negligence or intentional misconduct.

Article 21 - Print Studios

21.1 Certified Studio Platinum Status

1. The production of fine-art prints purchased via the MAR 2.0 platform shall be carried out exclusively by print studios that hold Hahnemühle's "Certified Studio Platinum" status and are registered for participation in MAR 2.0.
2. Certification confirms that the print studio meets Hahnemühle's technical and qualitative standards under the *Excellence Program - Phase 1*.

21.2 Selection of Print Studios

1. The Artist may select among the Certified Print Studios available in the buyer's country of residence.
2. A list of all currently Certified Studios and their locations is displayed within the MAR 2.0 platform.
3. The system automatically proposes the appropriate studio based on the buyer's delivery or collection address.

21.3 Freedom of Contract

1. The Certified Print Studios operate as independent contractors. There is no contractual obligation for either the Artist or a Certified Print Studio to accept a specific order beyond the automated process triggered through MAR 2.0.
2. Each production order constitutes a separate contract for work and services (Werkvertrag) between the Artist and the selected Certified Print Studio, executed under Hahnemühle's technical mediation.

21.4 Geographical Scope

1. Production ordinarily takes place in the buyer's country of residence.
2. Cross-border production may be authorized by Hahnemühle in exceptional cases where required for quality assurance, technical feasibility, or special project execution.

21.5 Responsibilities of Print Studios

1. Certified Print Studios are responsible for the professional execution of print production in accordance with the specifications stored in MAR 2.0, including the use of approved Hahnemühle FineArt papers and inks.
2. They must comply with the procedures described in Articles 6 and 10 regarding the application of holograms and Certificates of Authenticity and the handling of returns or cancellations.

Article 22 – Rights and Obligations of Hahnemühle Regarding Sales Offers

22.1 Deactivation of Sales Offers After Sell-Out

1. Once the edition of an artwork offered for sale has been completely sold, the corresponding sales offer shall be automatically closed for further purchases.
2. Hahnemühle is authorized to retain the listing for informational and archival purposes in order to document the Artist's previous sales and ensure completeness of the Artist's portfolio.
3. The Artist will be notified through the MAR 2.0 platform once an offer has been marked as sold out and is no longer available for purchase.
4. Hahnemühle may also remove or archive listings that have expired, become technically obsolete, or are no longer relevant for ongoing sales operations.

22.2 Authorization to Collect Payments

1. Hahnemühle is authorized to collect and receive purchase price payments from buyers for artworks sold via the MAR 2.0 platform on behalf of the Artist.
2. Hahnemühle acts as a collection service provider within the meaning of § 675f BGB. Payment by the buyer to Hahnemühle discharges the buyer's payment obligation to the Artist.
3. Hahnemühle is entitled to deduct its commission and the production costs owed to the Certified Print Studio, together with the applicable value-added tax (VAT), before transferring the net payout amount to the Artist in accordance with Article 7 (Payments and Payment Terms).

22.3 Destruction of Artworks in the Event of Consumer Cancellation

1. In the event of a valid cancellation by a buyer acting as a consumer pursuant to Article 3 of the GTC MAR 2.0, Hahnemühle shall instruct the Certified Print Studio to destroy the fine-art print and the associated Certificate of Authenticity.
2. Hahnemühle shall bear the production costs incurred by the Certified Print Studio for the canceled order.
3. As the purchase price is refunded to the buyer in the event of a cancellation, the Artist shall not be entitled to any payout for the canceled transaction.

22.4 Operational Rights

1. Hahnemühle may temporarily suspend the Artist's ability to list or sell artworks if technical malfunctions, legal restrictions, or other operational concerns arise.
2. Hahnemühle is also entitled to adapt the platform's functionality, sales procedures, or data formats as necessary to ensure system integrity, legal compliance, or improved user experience.

Article 23 – Remuneration and Commission for Art Sales via MAR 2.0

23.1 Commission for Artwork Sales

1. For each sale of an artwork concluded through the MAR 2.0 platform, Hahnemühle shall receive a commission in the amount of thirty percent (30%) of the net payout amount determined by the Artist under Article 9 (Sales Offer via MAR 2.0).
2. The commission is calculated on the basis of the net payout amount before value-added tax (VAT) and is subject to VAT at the applicable statutory rate.
3. The commission covers the operation and maintenance of the MAR 2.0 platform, transaction processing, collection services, and related administrative functions.

23.2 Deduction and Settlement

1. Hahnemühle is entitled to deduct the commission directly from the transaction amount collected from the buyer, together with the applicable VAT and the production costs owed to the Certified Print Studio.
2. The remaining balance constitutes the Artist's net payout amount, which is transferred in accordance with Article 7 (Payments and Payment Terms).
3. The Artist's commission and payout data are automatically recorded and made available via the MAR 2.0 dashboard for accounting and transparency purposes.

23.3 Invoicing

1. Hahnemühle shall issue an electronic invoice to the Artist for the commission owed on completed sales.
2. The invoice will reference the relevant artwork titles, COA numbers, and order identifiers.
3. Invoices are made available for download through the MAR 2.0 platform and are deemed received upon publication.

23.4 Timing

1. Art sales are invoiced by Hahnemühle no earlier than four (4) weeks after buyer collection or confirmed delivery of the artwork.
2. The commission becomes due concurrently with the Artist's payout under Article 7.

23.5 Taxes and Legal Compliance

1. Each party is responsible for declaring and remitting its own taxes, including income and VAT, in accordance with applicable law.
2. Hahnemühle shall provide all necessary transactional data to the Artist through the MAR 2.0 platform to facilitate accurate reporting and compliance.

PART C – Fine Data Storage Services

Article 24 - Fine Data Storage Packages and Provision of the Solution

24.1 Fine Data Storage Packages

1. Hahnemühle offers Artists several Fine Data Storage packages that differ in storage capacity, retention period, and functionality.
2. The current package descriptions, technical specifications, and applicable fees are published on the MAR 2.0 platform and form an integral part of this agreement.
3. The Artist may upgrade or downgrade the selected package at any time through the MAR 2.0 platform, provided sufficient capacity and functionality are available.
4. Unless otherwise agreed, fees for paid packages are billed automatically and collected via the payment method registered in the Artist's account.

24.2 Provision of the Fine Data Storage Solution

1. Hahnemühle provides the Artist with a secure, cloud-based environment within the MAR 2.0 platform for the upload, management, and long-term storage of image files, metadata, and artwork information.
2. Access is granted exclusively through the Artist's verified MAR 2.0 account and protected by password and multi-factor authentication.
3. Each uploaded artwork receives a unique identifier within the MAR 2.0 system and can be associated with its Certificate of Authenticity (COA).
4. Hahnemühle ensures operability and may use certified third-party service providers for cloud hosting and data protection, provided equivalent security standards under Art. 28 GDPR are maintained.
5. Hahnemühle grants a non-exclusive, non-transferable right of use limited to the duration of this contract.

24.3 Permitted Use and Restrictions

1. The Artist may use the Fine Data Storage Solution solely for artworks intended for presentation or sale via the MAR 2.0 platform.
2. The Artist shall not upload unlawful content, unrelated commercial data, or files containing malware or harmful code.
3. The Artist shall refrain from reverse engineering, manipulating, or attempting unauthorized access to system areas or data of other users.
4. Hahnemühle may block or remove data if there is a reasonable suspicion of misuse or breach of this contract.

24.4 Duration of Storage and Termination of Access

1. The Artist's right to use the Fine Data Storage Solution exists for the duration of this contract and/or a valid subscription payment method is provided.

2. Upon termination, Hahnemühle retains the stored data for a transitional period of ninety (90) days, and/or until all active orders are completed.
3. After this period, Hahnemühle deletes or anonymizes the remaining data, unless retention is required by law or necessary for legitimate interests (e.g., ongoing legal claims).

24.5 Service Fees and Billing

1. Where applicable, fees for Fine Data Storage packages are due in accordance with the selected package and automatically debited via the MAR 2.0 billing system.
2. Hahnemühle issues electronic invoices accessible to the Artist through the platform.
3. Failure to provide valid payment information may result in suspension of access to the service until payment is received.

Article 25 – Granting of Rights of Use

25.1 Scope of Use

1. Hahnemühle grants the Artist a non-exclusive, non-transferable, and revocable right to use the contractual infrastructure provided via the MAR 2.0 platform solely for the purpose of managing, storing, and offering artworks within the scope of the Artist's professional artistic activity.
2. Access is provided through a standard internet browser or other interface designated by Hahnemühle.
3. The right of use is limited to the Artist and the persons expressly authorized under the Artist's account (*named-user principle*).
4. Authorized users may operate the infrastructure only by accessing it through the user or application interfaces provided. Reproduction, modification, or redistribution of the contractual infrastructure beyond the scope of this access is strictly prohibited.
5. All proprietary and intellectual-property rights in the MAR 2.0 platform and its underlying infrastructure remain exclusively with Hahnemühle.

25.2 Definition of "Use"

"Use" within the meaning of this contract comprises any temporary or permanent reproduction (in whole or in part) that is necessary to execute, display, or process the contractual services on Hahnemühle's servers or, where applicable, on the Artist's hardware for the purposes of legitimate operation.

This includes observation, examination, or testing of the provided software to the extent required for its contractual use.

If digital application documentation is provided, the same applies to that documentation.

25.3 No Decompilation

1. Reverse translation, decompilation, or disassembly of program code into another form of representation is prohibited.

2. The only exception is a partial translation permitted under § 69e UrhG for the purpose of establishing interoperability with an independently created computer program, provided all statutory conditions for such decompilation are fulfilled.
3. Any other modification of the program code requires Hahnemühle's prior written consent.

25.4 Non-Transferability of Rights

1. The Artist may not transfer, sublicense, lease, or otherwise grant third parties rights of use to the contractual infrastructure without Hahnemühle's prior written consent.
2. The Artist may not make the contractual services available to third parties, rent them out, or provide them as a service to others.
3. This restriction does not apply to the Artist's employees or authorized assistants who access the infrastructure within the Artist's premises and under the Artist's supervision for contractual purposes.
4. Any unauthorized transfer or use constitutes a material breach of contract and entitles Hahnemühle to extraordinary termination in accordance with Article 35.

Article 26 - Changes to the Fine Data Storage Solution, Maintenance, and Availability

26.1 Continuous Development and Improvements

1. Hahnemühle continuously develops the Fine Data Storage Solution to enhance performance, security, and functionality.
2. Hahnemühle may implement software updates or modifications that do not materially impair the Artist's essential use.
3. Significant functional changes or redesigns will be announced in advance by email or via the MAR 2.0 platform dashboard (Art Studio MAR) with an implementation date.

26.2 Maintenance and Downtime

1. Hahnemühle performs regular maintenance to ensure system stability and security.
2. Planned maintenance windows affecting availability are announced at least 48 hours in advance, unless urgent action is required.
3. Emergency maintenance may occur without prior notice where necessary to prevent data loss or remedy security vulnerabilities.

26.3 Availability

1. Hahnemühle strives to maintain an annual average availability of 99%, excluding:

    a. scheduled maintenance under 25.2;
    b. events of force majeure as defined in Article 32.2(3); or
    c. disruptions attributable to the Artist's internet connection or hardware.

2. Temporary restrictions necessary for updates or security do not constitute a defect or breach of contract.

26.4 Modifications for Legal or Security Reasons

1. Hahnemühle may modify or disable specific functions of the Fine Data Storage Solution to comply with legal obligations, official orders, or data-protection requirements.
2. If such modification materially affects the Artist's contractual use, the Artist may terminate this contract within one 1. month after publication of notice on the platform.
3. Continued use after the modification's effective date constitutes acceptance.

26.5 Temporary Suspension

1. If Hahnemühle has reasonable grounds to suspect misuse or endangerment of platform integrity, it may temporarily suspend access.
2. Access will be restored promptly once the issue has been resolved or safeguards implemented.
3. Suspension for justified security reasons does not entitle the Artist to damages or compensation.

26.6 Communication

All notifications relating to maintenance, updates, or availability are communicated electronically by email or through the MAR 2.0 platform and deemed received upon publication in the Artist's dashboard.

Article 27 – Data Storage, Backup, and Security by Hahnemühle

27.1 Data Security Measures

1. Hahnemühle applies industry-standard technical and organizational measures to protect stored data against loss, alteration, or unauthorized access, in accordance with Art. 32 GDPR.
2. These measures include encrypted data transmission (SSL/TLS), secure server environments, controlled access management, and regular security audits.

27.2 Backup and Redundancy

1. Hahnemühle performs automated backups of all stored data at regular intervals and maintains redundant storage systems in geographically separated data centers.
2. Backups are retained for a minimum of thirty (30) days to allow data restoration in case of technical failure.
3. The Artist is nonetheless obliged to maintain independent backup copies of all uploaded image files and metadata outside the MAR 2.0 system.
4. Restoration of deleted or overwritten data beyond the scope of automated backups is not owed. Hahnemühle is not obligated to perform a rollback of data intentionally deleted or altered by the Artist.

27.3 Data Integrity

1. Hahnemühle verifies data integrity through checksum validation and other monitoring tools to prevent corruption or unauthorized alteration.
2. Any detected data inconsistencies are corrected as soon as reasonably possible.

27.4 Access Control

Access to stored data is restricted to authorized Hahnemühle employees and certified service providers who require such access for system administration or maintenance, all bound by confidentiality obligations and data-processing agreements under Art. 28 GDPR.

27.5 Continuity and Disaster Recovery

1. Hahnemühle maintains a disaster-recovery plan to ensure service continuity in case of major system disruption or force majeure.
2. The plan includes fallback servers, failover capacity, and recovery-time objectives consistent with best industry practice.

Article 28 – Data Storage and Responsibilities

28.1 Provision of Storage Space

1. As part of the Fine Data Storage Solution, Hahnemühle provides the Artist with storage capacity on servers operated or commissioned by Hahnemühle for the duration of this contract.
2. Hahnemühle ensures access to the stored data for the Artist during the contractual term, subject to the provisions on maintenance and availability in Articles 25 and 26.

28.2 Scope of Hahnemühle's Obligation

1. Hahnemühle's obligation is limited to providing and technically maintaining the agreed storage capacity.
2. Hahnemühle is neither authorized nor obliged to review, monitor, or otherwise access the content of the data uploaded by the Artist.
3. Hahnemühle does not assume any duties of custody, safekeeping, or legal retention regarding the data transmitted or processed by the Artist.
4. The storage capacity corresponds to the Fine Data Storage package selected by the Artist and described in an integral part of this contract.

28.3 Responsibility of the Artist

1. The Artist bears sole responsibility for the legality, accuracy, and completeness of all stored data and for observing statutory retention and documentation periods under commercial and tax law.
2. The Artist shall ensure that no data is stored that violates this contract, the GTC MAR 2.0, or applicable legal provisions.
3. The Artist shall independently back up essential data in accordance with Article 27 (2)(3).

Article 29 - Warranty for the Contractual Infrastructure

29.1 Obligation to Provide Defect-Free Services

1. Hahnemühle shall provide the contractual infrastructure of the MAR 2.0 platform free from defects that more than insignificantly impair its suitability for the contractual use.
2. The infrastructure is deemed free of defects if it functions materially in accordance with the current Service Description and Technical Specifications published on the MAR 2.0 platform.
3. Hahnemühle shall remedy significant defects within a reasonable period after written notification by the Artist.

29.2 Service Description

1. The Service Description defines the intended use, functional scope, and technical parameters of the contractual infrastructure.

2. In the event of material deviations from the Service Description, Hahnemühle shall, at its own discretion and within a reasonable time, either:

    a. restore conformity by rectification, update, or workaround; or
    b. provide equivalent functionality that enables contractual use.

3. Rectification is deemed successful when the Artist can use the infrastructure as contractually intended without material restriction.

4. The Service Level Agreement (Annex 3) forms an integral part of this contract and defines detailed performance standards, response times, and service parameters applicable to the contractual infrastructure.

29.3 Reduction and Termination Rights

1. If Hahnemühle fails to remedy a defect within a reasonable period, the Artist may, after setting a final deadline, demand a reasonable reduction of the agreed service fee or—if the defect substantially impedes contractual use—terminate the contract without notice.
2. Claims for damages remain governed by Article 32 (Liability).

29.4 Exclusions from Warranty

1. The warranty does not extend to defects caused by:

    a. improper use or handling of the infrastructure;
    b. external influences beyond Hahnemühle's control (e.g., Internet outages, third-party systems); or
    c. modifications or integrations made by the Artist or third parties without Hahnemühle's consent.

2. The Artist shall document and report any detected defect comprehensively and verifiably, providing all information required to enable analysis and remediation.

Article 30 – Support Services and Troubleshooting

30.1 Support Service

1. Hahnemühle shall maintain a support service through which the Artist may report defects or malfunctions and obtain technical assistance regarding the operation of the MAR 2.0 platform and Fine Data Storage Solution.
2. Support is available Monday to Friday (excluding public holidays in Germany) during Hahnemühle's regular business hours. Current contact channels and service hours are published on the MAR 2.0 platform.
3. Hahnemühle will log and process incoming support requests promptly and in the order received. Initial troubleshooting shall, wherever possible, be performed by telephone, e-mail, or secure digital message.

30.2 Error Classification and Rectification

1. Reported incidents are classified by severity. Critical errors that prevent contractual use will be addressed with priority; minor defects or non-critical malfunctions will be remedied within a reasonable period.
2. Hahnemühle shall inform the Artist of the progress and, if applicable, temporary workarounds or recommended actions.
3. In cases where defects fall under Article 29 (Warranty), corrective measures shall follow the rectification procedure defined therein.
4. The detailed rights and obligations of the parties concerning personal-data processing are outlined in the Order Processing Agreement (Annex 4), which forms an integral part of this contract.

30.3 Artist's Duties in Error Reporting

1. The Artist shall cooperate in good faith to localize and document defects or other disruptions.

2. In particular, the Artist shall:

    a. observe all relevant application documentation and instructions provided by Hahnemühle;
    b. take reasonable measures to reproduce and record the problem; and
    c. provide detailed information (system status, screenshots, time of occurrence, and previous steps) enabling accurate diagnosis.

3. Failure to cooperate or to provide adequate documentation may delay resolution times and release Hahnemühle from liability for resulting delays.

30.4 Documentation and Communication

1. All support tickets, communications, and remedial actions are documented electronically within Hahnemühle's support system.
2. Once a ticket has been resolved, Hahnemühle shall confirm closure to the Artist in writing or through the MAR 2.0 platform.
3. Records of resolved tickets shall be retained for a minimum of twelve (12) months for quality-assurance purposes.

Article 31 - Price Adjustment and Remuneration for Additional Services

31.1 Price Adjustment

1. Hahnemühle may adjust the fees for Fine Data Storage packages and related services to reflect changes in operating costs, infrastructure, or general market conditions.
2. Any fee adjustment shall be reasonable and proportionate. Hahnemühle shall notify the Artist in writing or via the MAR 2.0 platform at least six (6) weeks before the new prices take effect.
3. If the Artist does not agree to the new pricing, he or she may terminate the contract in writing with effect from the date the new prices enter into force. Continued use of the service after this date constitutes acceptance of the updated pricing.

31.2 Remuneration for Additional Services

1. Services that exceed the standard scope of the Fine Data Storage Solution or MAR 2.0 workflow—such as special data exports, bespoke integrations, or extended technical support—shall be charged separately according to Hahnemühle's current service price list or an individually agreed quotation.
2. Hahnemühle will inform the Artist of any such additional costs in advance. The Artist's written or platform-based confirmation is required before Hahnemühle performs the service.
3. In the event of simple negligence, Hahnemühle's liability for damages shall be limited to EUR 500 (five hundred euros) per incident, unless a higher amount of foreseeable typical damage was to be expected at contract conclusion, in accordance with Article 33.

31.3 Taxes and Invoicing

All price adjustments and additional-service fees are subject to statutory value-added tax (VAT). All amounts are stated in EUR unless otherwise specified. Electronic invoices are issued through the MAR 2.0 platform and are deemed received upon publication.

PART D - Legal Provisions and Liability

Article 32 - Data Protection and Confidentiality

32.1 General Principles

1. The parties undertake to comply with all applicable data-protection laws, in particular the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Federal Data Protection Act (BDSG).
2. Personal data may be collected, processed, and used only to the extent necessary for the performance of this contract and the operation of the MAR 2.0 platform.

32.2 Roles and Responsibilities under Data Protection Law

1. For personal data of buyers and users processed in connection with sales of artworks, the Artist acts as the data controller within the meaning of Art. 4 (7) GDPR.
2. Hahnemühle acts as data processor within the meaning of Art. 28 GDPR, processing data solely on behalf of and in accordance with the Artist's documented instructions.
3. The rights and obligations of the parties concerning such processing are governed by the Order Processing Agreement, which forms an integral part of this contract.
4. For all other data processed for Hahnemühle's own purposes (for example, user-account administration or platform analytics), Hahnemühle acts as an independent controller.

32.3 Technical and Organizational Measures

1. Hahnemühle shall implement appropriate technical and organizational measures pursuant to Art. 32 GDPR to ensure a level of security appropriate to the risk, including in particular:

    a. encryption of data during transmission and storage;
    b. access controls, logging, and authentication;
    c. regular security audits and staff training; and
    d. backup and recovery procedures under Articles 27 and 28 of this contract.

2. The Artist shall take adequate measures to protect any personal data stored or exported from the MAR 2.0 platform, including secure password management and device protection.

32.4 Confidentiality Obligations

1. Both parties shall treat as strictly confidential all business, technical, and personal information obtained in the performance of this contract which is designated as confidential or is recognizable as a business or trade secret of the other party within the meaning of the German Trade Secrets Act (GeschGehG).

2. Such information may not be recorded, disclosed, or exploited except where necessary to achieve the contractual purpose or where disclosure is required by law, court order, or official directive.

3. The parties shall impose the same confidentiality obligations on their employees, representatives, and any other persons engaged in performing this contract.

4. The confidentiality obligation does not apply insofar as the authorizations and exceptions of §§ 3 and 5 GeschGehG apply, or where information:

    a. was already lawfully known to the receiving party without a confidentiality obligation;

b. becomes generally known without breach of this contract; or
c. must be disclosed under statutory or official obligations.

5. The burden of proving the existence of any such exception rests with the party invoking it.

(6) The duty of confidentiality shall continue to apply indefinitely, even after termination of this contract, subject to the exceptions under §§ 3 and 5 of the German Trade Secrets Act (GeschGehG). The burden of proving such exceptions rests with the party invoking them.

32.5 Data Subject Rights and Inquiries

1. The Artist is responsible for fulfilling data-subject requests (access, rectification, erasure, etc.) under the Arts. 15-22 GDPR.
2. Hahnemühle shall provide reasonable assistance to the Artist in responding to such requests, insofar as technically feasible through the MAR 2.0 platform.
3. If Hahnemühle receives a data-subject inquiry relating to the Artist's data, it will forward it without undue delay to the Artist.

32.6 Data Breach Notification

1. In the event of a personal-data breach, each party shall notify the other without undue delay after becoming aware of the breach.
2. Hahnemühle shall take appropriate remedial measures and provide the Artist with the information required for regulatory notification pursuant to Art. 33 GDPR.

32.7 Return and Deletion of Data

Upon termination of this contract, Hahnemühle shall delete or return all personal data processed on behalf of the Artist, in accordance with the Artist's written instructions and the Order Processing Agreement, unless statutory retention obligations require continued storage, pursuant to Article 35.

Article 33 - Liability

33.1 Principle of Liability

1. The contracting parties shall be liable in accordance with the statutory provisions of the Federal Republic of Germany unless otherwise provided below.
2. Hahnemühle FineArt GmbH acts solely as operator of the MAR 2.0 platform and provider of technical services. It is not a contracting party to purchase agreements concluded between Artists and Buyers.
3. Hahnemühle's liability under this contract relates exclusively to the provision and operation of the Fine Data Storage Solution and the MAR 2.0 platform.

33.2 Liability of Hahnemühle

1. Hahnemühle shall be fully liable for damages caused by intent or gross negligence and for damages arising from injury to life, body, or health.
2. In cases of simple negligence, Hahnemühle shall be liable only for the breach of essential contractual obligations ("cardinal obligations") and limited to the foreseeable damage typical for this type of contract.
3. Hahnemühle is not liable for temporary interruptions or limitations of access caused by maintenance, updates, or force majeure as defined in Article 31.

33.3 Liability of the Artist

1. The Artist shall be liable for all damages resulting from culpable breaches of this contract, the GTC MAR 2.0, or applicable law, including infringements of intellectual-property or data-protection rights.
2. The Artist shall indemnify and hold harmless Hahnemühle and Certified Print Studios from all third-party claims arising therefrom, including reasonable legal costs.
3. The Artist's liability extends to actions and omissions of employees, assistants, and authorized representatives (§§ 278, 831 BGB).

33.4 Exclusion of Indirect and Consequential Damages

Except in cases of intent or gross negligence, neither party shall be liable for indirect or consequential damages—such as loss of profit, production downtime, or data loss—unless such damages arise from injury to life, body, or health or from the breach of essential contractual obligations.

33.5 Liability of Certified Print Studios

1. Certified Print Studios are independent contractors responsible for the flawless execution of print production under their separate Contract of Labor and Work.
2. Hahnemühle is not liable for the conduct, errors, or omissions of Certified Print Studios except where damages result from Hahnemühle's own gross negligence or intent.
3. Production-related claims are processed exclusively through the MAR 2.0 platform in accordance with the GTC MAR 2.0.

33.6 Statutory Exceptions

Nothing in this Article limits liability for:

a. injury to life, body, or health;
b. liability under the Product Liability Act;
c. fraudulent concealment of defects; or
d. express guarantees of quality or durability.

33.7 Liability of Employees and Representatives

The limitations of this Article apply equally to the personal liability of employees, representatives, and vicarious agents of each contracting party.

Article 34 - Final Provisions

34.1 Governing Law

1. This contract shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Mandatory consumer protection laws of the buyer's country of residence remain unaffected where applicable.

34.2 Place of Performance and Jurisdiction

1. The place of performance for all contractual obligations arising under this agreement shall be Dassel, Germany.
2. If the Artist is a merchant, legal entity under public law, or special fund under public law, or if the Artist has no general place of jurisdiction within Germany, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Dassel, Germany.
3. Hahnemühle may also bring an action at the Artist's general place of jurisdiction.

34.3 Written Form Requirement

1. Amendments and supplements to this contract, including collateral agreements and modifications, must be made in writing to be valid.
2. The same applies to any waiver of this written form requirement.
3. Communication via the MAR 2.0 platform that ensures verifiable electronic documentation shall be deemed equivalent to the written form.

34.4 Headings

The headings in this contract serve only for clarity and structural convenience and shall not affect the interpretation of its provisions.

34.5 Deviating Conduct

Failure by either party to assert any right or remedy under this contract shall not constitute a waiver thereof or a precedent for similar cases.

34.6 Severability Clause

1. Should any provision of this contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.
2. The invalid or unenforceable provision shall be replaced by a valid one that most closely reflects the economic intent of the original. The same applies to any contractual gaps.

34.7 Contract Language

1. This contract is concluded in English. Translations into other languages are for convenience only.
2. In the event of discrepancies between language versions, the English version shall prevail.

34.8 Online Dispute Resolution

The European Commission provides an online dispute resolution (ODR) platform accessible at http://ec.europa.eu/consumers/odr/.

Hahnemühle FineArt GmbH is not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board.

34.9 Execution and Notifications

1. This contract shall be duly executed by both parties through the MAR 2.0 system. The application of an electronic signature within the MAR 2.0 system shall be deemed equivalent to the written form pursuant to § 126 (3) BGB. Upon completion of the electronic signature process by both parties, this contract shall be deemed duly executed and legally binding. No physical copies or handwritten signatures shall be required for its validity.
2. Each party shall receive an electronically executed copy of this contract through the MAR 2.0 system. All such copies shall be considered equally authentic and binding originals.
3. All notices, declarations, and communications required under this contract shall be delivered to the last address or e-mail address notified in writing by the respective party. Notifications transmitted via the MAR 2.0 system shall be deemed valid and effective, provided they originate from verified user accounts.
4. The Parties acknowledge that the MAR 2.0 electronic-signature process provides a reliable method of identification and intent equivalent to a qualified electronic signature under Regulation (EU) No 910/2014 (eIDAS).

Article 35 - Contract Term and Termination

35.1 Contract Term

1. This contract enters into force on the date of the Artist's signature and shall initially remain valid for the duration of the beta-testing phase specified in the Preamble. It terminates automatically at the end of this phase without requiring separate notice.
2. Upon completion of the beta-testing phase, the Artist may elect to continue cooperation with Hahnemühle. In this case, Hahnemühle grants the Artist an option to extend this contract indefinitely, to be exercised in writing (including electronic form pursuant to § 126 (3) BGB) no later than 31 March 2026.

35.2 Renewal and Ordinary Termination

1. If the Artist exercises the option under paragraph 35.1 (2), the contract continues for an indefinite period beginning on the date the option is exercised.

2. Either party may terminate the contract in writing with six (6) months' notice to the end of any contractual year.
3. Unless terminated, the contract automatically renews for an additional full year at a time.
4. The written-form requirement under § 126 BGB applies to all notices of termination; electronic form pursuant to § 126 (3) BGB is sufficient.

35.3 Extraordinary Termination

1. Each party retains the right to terminate the contract for good cause (*außerordentliche Kündigung aus wichtigem Grund*) without observing a notice period.

2. Good cause for Hahnemühle shall include, in particular, but not be limited to:

    a. the Artist being in arrears with payment of contractual fees for more than three (3) months despite at least two written reminders;
    b. the Artist exceeding the rights of use granted under Article 25 by unauthorized transfer or provision of access to third parties;
    c. a breach of exclusivity obligations under Article 13; or
    d. a serious or repeated breach of confidentiality obligations under Article 32.4.

3. In the cases referred to in sub-paragraphs (b.) and (d.), Hahnemühle may terminate without prior warning if the conduct has caused a lasting loss of trust in the Artist's contractual loyalty.

4. Termination for good cause must be made in writing pursuant to § 126 BGB.

35.4 Consequences of Termination or Cancellation

1. Upon termination or expiration of this contract, the Artist's rights of use under Article 25 expire automatically.
2. Hahnemühle shall delete or anonymize all data stored by the Artist in accordance with Articles 27 (Data Storage and Responsibilities) and 31.7 (Data Deletion), unless legal retention obligations require continued storage.
3. Prior to termination becoming effective, the Artist must export and independently back up all data and materials stored within the Fine Data Storage Solution.
4. For consumer cancellations or contract withdrawals under the GTC MAR 2.0 Article 3, Hahnemühle shall ensure deletion of the relevant artwork and COA data in accordance with the cancellation procedure described therein.
5. Any outstanding remuneration, commission, or costs accrued up to the date of termination remain payable by the respective party.

35.5 Survival of Provisions

Provisions that by their nature are intended to continue beyond termination—including, but not limited to, Articles 13 (Exclusivity), 14 (Assurance of Rights), 16 (Liability and Indemnification), 32 (Data Protection and Confidentiality), and 33 (Liability)—shall remain in force after termination.