

Preamble

Hahnemühle FineArt GmbH ("Hahnemühle"), headquartered in Dassel, Germany, manufactures and sells digital artist papers for photography, digital art, and art reproductions, among other products, and operates the MAR 2.0 platform, a digital ecosystem that enables verified artists to present, authenticate, and distribute their artworks as fine art prints in limited or unique editions and, where applicable, in NFT format. Certified Print Studios registered on the MAR 2.0 platform are entrusted with the on-demand production of fine art prints purchased through the platform and ensure that each print is produced, finished, and handled in accordance with Hahnemühle's quality and authenticity standards. The artist specifies on the platform the paper type and image size to be printed.

The MAR 2.0 platform, developed and operated by Hahnemühle, is currently in its beta-testing phase, which runs until 16 March 2026. This contract governs the cooperation between Hahnemühle and the Print Studio, defining their respective rights and obligations with regard to the above-described business model during the beta-testing phase and, where the Print Studio exercises its option right (see Article 12.2), beyond this period. The Print Studio acts as an independent contractor within the meaning of § 84 HGB and is not legally affiliated with Hahnemühle or the artist except as expressly provided in this agreement.

Within the framework of the MAR 2.0 ecosystem, Hahnemühle provides the technological, organizational, and data-management infrastructure necessary to process orders, track production, and issue Certificates of Authenticity (COA). The Print Studio undertakes to execute print orders generated through MAR 2.0 in strict compliance with this contract, the applicable General Terms and Conditions of Sale (GTC MAR 2.0), and the Fine Data Storage and Art Sales Contract (MAR 2.0), which jointly define the overall structure, obligations, and procedures applicable to all participating entities.

Participation in MAR 2.0 requires that artists purchase Certificates of Authenticity on handmade paper together with the corresponding numbered holograms from an authorized Hahnemühle dealer. Both documents are sent by the artist to Hahnemühle, where the authenticity of the image file is verified and confirmed on the basis of these materials and the image data stored on the MAR 2.0 platform. Once verification is complete, Hahnemühle releases the artwork for sale and stores on the platform the corresponding purchase agreement to be concluded between the artist and the customer.

At the time of presentation, the artwork is not yet physically produced. Printing occurs only after the customer has purchased the work and paid the full purchase price—the print-on-demand principle. When making a purchase, the customer selects one of the Hahnemühle Certified Studio Platinum printing studios located in their country. The artist then commissions the studio chosen by the customer to produce the ordered image according to the artist's specifications. The corresponding Certificate of Authenticity and hologram are supplied by Hahnemühle directly to the Print Studio. The studio prints the artwork, applies the hologram, and prepares it for collection by the buyer. For

conservation and risk-management reasons, finished artworks are not shipped; the buyer collects them directly from the Print Studio.

The Print Studio invoices the artist for the print production. Hahnemühle, acting as the artist's collection and payment service provider, settles the invoice directly with the Print Studio once the statutory 14-day cancellation period has expired.

The contractual partner designated in this agreement is one such Certified Print Studio with current "Certified Studio Platinum" status.

The purpose of this contract is to define the rights and obligations of the parties with regard to the production, delivery, and—where required—destruction of fine art prints ordered via the MAR 2.0 platform, as well as to ensure the proper fulfillment of all related data-protection, confidentiality, and quality-assurance obligations.

Article 1 – Object of the Contract

1.1 Purpose and Scope

1. This contract governs the collaboration between Hahnemühle FineArt GmbH ("Hahnemühle") and the Certified Print Studio Platinum ("Print Studio") participating in the MAR 2.0 program.
2. The cooperation covers all production processes, data handling, and administrative procedures required for the on-demand manufacture of fine-art prints purchased through the MAR 2.0 platform, including the use of Hahnemühle papers, the application of numbered holograms, and the integration of Certificates of Authenticity (COA) supplied by Hahnemühle.
3. The contract further regulates the rights and obligations of the parties in connection with the execution, delivery, and—where applicable—destruction of printed artworks produced within the framework of the MAR 2.0 ecosystem.

1.2 Legal Character of the Relationship

1. The Print Studio acts as an independent commercial contractor within the meaning of § 84 HGB. No employment, partnership, joint venture, or agency relationship is created by this contract.
2. Neither party is entitled to make or accept declarations of intent, incur obligations, or make representations on behalf of the other unless expressly authorized in writing.
3. The Print Studio performs its services in its own name and for its own account but in accordance with the procedural framework and quality standards defined by Hahnemühle for MAR 2.0.

1.3 Integration into the MAR 2.0 Framework and Exclusivity of Terms

1. This contract forms part of the integrated contractual structure of MAR 2.0 and must be interpreted together with:

- a. the General Terms and Conditions of Sale (GTC MAR 2.0), which govern sales between artists and buyers, and
 - b. the Fine Data Storage and Art Sales Contract (MAR 2.0), which regulates the technical and data-management aspects of the platform.
2. The basis for the legal relationship between the parties, with regard to all transactions in connection with this agreement, is exclusively this contract. Hahnemühle does not recognize any general terms and conditions of the Print Studio and hereby expressly objects to them.
3. In the event of inconsistencies between the agreements listed above, the provisions of this contract prevail for the contractual relationship between Hahnemühle and the Print Studio.

1.4 Objective and Quality Standards

1. The cooperation aims to ensure that fine-art prints produced through the MAR 2.0 platform meet the highest technical and artistic quality standards, reflecting the authenticity and integrity of each artwork.
2. The Print Studio undertakes to produce each print in full compliance with:
 - a. the artist's specifications stored on the MAR 2.0 platform,
 - b. Hahnemühle's certification and production guidelines, and
 - c. the applicable data-protection, confidentiality, and environmental regulations.
3. Quality control and compliance audits may be conducted by Hahnemühle or its authorized representatives at reasonable intervals.

Article 2 – Contractual Partners, Certification, Legal Status, and Changes to the Print Studio

2.1 Contractual Partners

1. The parties to this contract are
 - a. Hahnemühle FineArt GmbH, Dassel, Germany ("Hahnemühle"), and
 - b. the Certified Print Studio Platinum designated in the preamble ("Print Studio").
2. The contractual partner of Hahnemühle is the natural or legal person designated as the Print Studio. Should this contract be concluded with a civil-law partnership (Gesellschaft bürgerlichen Rechts, GbR) or an open commercial partnership (Offene Handelsgesellschaft, OHG), all partners of such a partnership shall be jointly and severally liable (gesamtschuldnerisch) for all obligations arising from this contract and shall be entitled as joint creditors.

3. The cooperation relates exclusively to the execution of print-production orders generated via the MAR 2.0 platform.
4. Each party acts in its own name and on its own account. The artist and the buyer of the artwork are not parties to this agreement.
5. The Print Studio produces the fine-art prints commissioned by the artist in its own name and for its own account. The production contract for each fine-art print is concluded directly between the Print Studio and the artist. All supplies, data, and information necessary for the execution of the production order are transmitted to the Print Studio through MAR 2.0 by Hahnemühle in its capacity as the artist's vicarious agent (*Erfüllungsgehilfe*).

2.2 Certification and Quality Status

1. The Print Studio confirms that it currently holds the "Certified Studio Platinum" status issued by Hahnemühle and that this certification was valid at the time of signing. The quality criteria that the print studio must fulfill in order to obtain this certification status are set out in the binding document "Hahnemühle Excellence Program - Phase 1". The document "Hahnemühle Excellence Program - Phase 1" is attached to this contract as Annex 1.
2. Maintaining this certification is a material contractual obligation. The Print Studio must at all times comply with Hahnemühle's certification criteria, technical guidelines, and audit requirements.
3. Should the certification be suspended, downgraded, or withdrawn—temporarily or permanently—the Print Studio shall inform Hahnemühle without undue delay.
4. Loss or withdrawal of certification entitles Hahnemühle to extraordinary termination of this contract in accordance with Article 12.4.
5. Hahnemühle may review the Print Studio's compliance with certification standards through on-site or remote inspections at reasonable intervals.

2.3 Legal Status of the Print Studio

1. The Print Studio acts as an independent commercial enterprise within the meaning of § 84 HGB.
2. Nothing in this contract creates an employment, partnership, joint-venture, agency, or franchise relationship between the parties.
3. The Print Studio shall conduct its business operations, including personnel, equipment, and insurance, entirely at its own responsibility and expense.
4. The Print Studio is not authorized to make or accept declarations of intent or to enter into obligations on behalf of Hahnemühle or any other MAR 2.0 participant unless expressly authorized in writing.
5. The Print Studio is an independent contractor and not an employee of Hahnemühle. It procures the necessary operating resources and equipment at its own expense and is solely responsible for its business management and economic results. It is in a position to assess the economic

opportunities and risks of its activities itself. Hahnemühle does not assume any responsibility for the profitability of the Print Studio's operations.

2.4 Notification of Changes

1. The Print Studio shall notify Hahnemühle without undue delay in writing of any material changes that may affect contractual performance, including in particular:
 - a. changes to legal form, ownership, or management;
 - b. relocation of business premises;
 - c. transfer, sale, or discontinuation of operations; or
 - d. loss of key personnel relevant to MAR 2.0 production.
2. Hahnemühle is entitled to request updated documentation (e.g., trade-register extract, liability-insurance confirmation, proof of technical capability) whenever such changes occur.
3. Failure to provide timely notice of material changes constitutes a material breach of contract and may justify extraordinary termination under Article 12.4.

Article 3 – Contract Territory

3.1 Territorial Scope of Cooperation

1. The cooperation under this contract extends exclusively to the territory of the country in which the Print Studio has its registered place of business ("Contract Territory").
2. Within this territory, the Print Studio may process and fulfill production orders placed via the MAR 2.0 platform only for customers (buyers) whose delivery or collection address is located in the same country.
3. The Print Studio is not authorized to accept or execute production orders originating from customers outside its Contract Territory unless Hahnemühle has granted prior written consent. Cross-border production or delivery requires such prior authorization in each individual case.

3.2 Territorial Allocation and Buyer Selection on the MAR 2.0 Platform

1. The MAR 2.0 platform automatically allocates production orders to Print Studios certified within the relevant Contract Territory based on the buyer's country of residence.
2. The Print Studio is aware that there may be several Certified Print Studios located in the same country. These studios are all displayed to the buyer on the MAR 2.0 platform, and the buyer independently selects which Print Studio is to be commissioned with the production of the ordered artwork.
3. Hahnemühle has no influence on the buyer's selection of the Print Studio, and the Print Studio expressly acknowledges and accepts this fact.
4. The Print Studio further acknowledges that the availability of print orders depends on this buyer-driven selection and on Hahnemühle's platform allocation logic. Hahnemühle may reassign or

adjust allocation parameters at any time to maintain efficiency, certification integrity, or compliance with applicable law.

5. Any change to territorial assignment or allocation parameters shall be notified to the Print Studio in writing or via the MAR 2.0 platform with reasonable advance notice, unless immediate adjustment is required for technical or legal reasons.

3.3 Branches and Sub-Studios

1. If the Print Studio operates multiple branches or subsidiaries within its Contract Territory, these may participate in MAR 2.0 production only after prior written approval by Hahnemühle and subject to the same certification requirements.
2. Each approved branch shall be deemed part of the same contractual relationship and bound by the obligations of this contract.
3. The Print Studio remains fully responsible and liable for the performance and compliance of all approved branches or subcontractors.

3.4 Changes to Contract Territory

1. The Print Studio may request an extension or modification of its Contract Territory in writing, supported by documentation of certification and production capacity for the new region.
2. Hahnemühle decides at its discretion whether to approve such changes and may make approval conditional upon additional audits, updated pricing, or renewed certification.
3. Any unauthorized territorial expansion constitutes a material breach of contract and may justify extraordinary termination under Article 12.4.

Article 4 – Services, Cooperation, and Support

Obligations of Hahnemühle

4.1 Provision of the MAR 2.0 Infrastructure

1. Hahnemühle operates and maintains the MAR 2.0 platform, which provides the technical and administrative infrastructure required for:
 - a. the registration and verification of artists and Certified Print Studios;
 - b. the processing of artwork data, certificates of authenticity (COA), and production orders;
 - c. the secure exchange of information between artists, buyers, and Print Studios; and
 - d. the payment and accounting processes defined in this contract and in the GTC MAR 2.0.
2. Hahnemühle shall ensure continuous platform availability in accordance with the applicable Service Level Agreement (Annex 3) and shall take reasonable technical and organizational measures to maintain data integrity and system security.

3. Temporary interruptions or restrictions in access due to maintenance, updates, or force majeure shall not constitute a breach of contract, provided that Hahnemühle takes appropriate remedial measures within a reasonable period.

4.2 Transmission of Orders and Information

1. Hahnemühle, acting as the artist's vicarious agent (Erfüllungsgehilfe), transmits to the Print Studio all data, image files, order details, and COA information necessary for the production of the ordered fine-art print.
2. Hahnemühle shall ensure that the data transmitted via the MAR 2.0 platform is complete, accurate, and available in a technically usable format.
3. Hahnemühle may, for quality-assurance purposes, include in the order transmission any additional information relevant to printing specifications or paper selection that the artist has defined on the platform.

4.3 Delivery of Certificates of Authenticity and Holograms

1. For every confirmed order, Hahnemühle shall deliver to the Print Studio the Certificate of Authenticity and the corresponding hologram bearing the same serial number as recorded in the platform database.
2. The COA and hologram shall be sent to the Print Studio promptly upon order confirmation and before the start of production.
3. Hahnemühle maintains a register of all issued COAs and holograms to ensure traceability and to prevent duplication or misuse.

4.4 Quality Assurance and Technical Support

1. Hahnemühle shall provide the Print Studio with all necessary technical documentation, production standards, and paper-handling guidelines applicable to Certified Studio Platinum status.
2. Hahnemühle shall support the Print Studio, on request, with information or training necessary to maintain consistent production quality and compliance with certification requirements.
3. Hahnemühle may, in coordination with the Print Studio, perform periodic inspections or remote audits to verify adherence to its quality and authenticity standards.
4. If defects, inconsistencies, or deviations from certification standards are identified, Hahnemühle shall notify the Print Studio without undue delay and offer reasonable assistance in remedying them.

4.5 Communication and Cooperation

1. The parties shall cooperate in good faith and maintain open, transparent communication regarding all matters relevant to production, data transmission, and quality control.
2. Hahnemühle shall designate a contact person for the Print Studio for all technical and administrative inquiries related to MAR 2.0.

3. Unless otherwise agreed, communication between the parties shall take place by e-mail, ensuring verifiable electronic documentation.

4.6 Limitations of Responsibility

1. Hahnemühle is responsible only for providing the platform infrastructure and related services expressly described in this contract.
2. Hahnemühle does not assume responsibility for the artist's content, image data, or for any defective instructions or incomplete information provided by the artist.
3. Hahnemühle is likewise not responsible for production errors resulting from faulty data supplied by the artist or buyer, provided that the data were transmitted unchanged by Hahnemühle to the Print Studio.
4. The Print Studio remains solely responsible for the physical production of the artworks and the final print quality.

Article 5 – Obligations and Cooperation Duties of the Print Studio

5.1 General Duties

1. The Print Studio shall execute all print-production orders transmitted via the MAR 2.0 platform carefully, professionally, and in accordance with the technical specifications, paper types, and sizes defined by the artist on the platform.
2. The Print Studio undertakes to comply with Hahnemühle's Certified Studio Platinum standards, including the paper-handling, color-management, and finishing procedures set out in the certification documentation.
3. Production shall be carried out exclusively on original Hahnemühle papers and with equipment that meets or exceeds the quality and calibration standards prescribed by Hahnemühle.
4. The Print Studio shall maintain all machines, color profiles, and environmental conditions necessary to guarantee consistent print quality and longevity.

5.2 Acceptance of Orders

1. The Print Studio shall accept production orders allocated to it through the MAR 2.0 platform within the time limits indicated in the order notification.
2. Refusal of an order may occur only for good cause, such as technical impossibility, force majeure, or temporary operational disruption, and must be justified immediately in writing via the platform.
3. Repeated unjustified refusals of orders may constitute a material breach of contract and entitle Hahnemühle to revoke Certified Studio status or terminate this agreement pursuant to Article 12.4.

5.3 Production and Quality Control

1. The Print Studio shall produce each fine-art print exactly in accordance with the artist's digital master file and specifications transmitted via the MAR 2.0 platform.
2. Before printing, the Print Studio shall verify that the file data received from Hahnemühle is complete and technically usable. Any irregularities shall be reported to Hahnemühle without undue delay.
3. Each print must bear the hologram supplied by Hahnemühle with the corresponding Certificate of Authenticity (COA). The hologram must be affixed to the verso of the print in the manner prescribed by Hahnemühle.
4. The COA shall be attached to the print upon handover to the buyer.
5. The Print Studio shall keep a secure, chronological record of all COA numbers used, enabling verification of every artwork produced.

5.4 Use and Stocking of Hahnemühle Papers

1. With regard to the artist's print orders received via the MAR 2.0 platform, the Print Studio undertakes to use only original Hahnemühle papers for production.
2. The procurement and delivery of Hahnemühle papers shall take place under separate purchase contracts, which the Print Studio shall conclude and perform independently and for its own account with authorized Hahnemühle trading partners.
3. The Print Studio shall maintain adequate stock levels of the Hahnemühle papers relevant to its certified production range in order to ensure the timely execution of all production orders.
4. The Print Studio guarantees that sufficient stock is available at all times to meet the standard production deadline of fourteen (14) days from the buyer's order confirmation, unless prevented by force majeure or supply disruptions not attributable to the Print Studio.
5. Any deviation from the exclusive use of Hahnemühle papers or failure to maintain sufficient stock shall constitute a material breach of contract and may justify the withdrawal of certification or extraordinary termination under Article 12.4.

5.5 Delivery and Collection

1. The Print Studio shall notify the buyer through the MAR 2.0 platform when the ordered artwork is ready for collection.
2. Finished artworks shall not be shipped but must be collected personally by the buyer or by a person expressly authorized by the buyer, unless Hahnemühle has approved another delivery method in writing.
3. The Print Studio shall verify the buyer's identity or authorization at the time of collection and document the handover in the MAR 2.0 system.
4. Prior to handover, the Print Studio and the buyer shall jointly inspect the artwork to confirm that it is free of defects and in perfect condition. The Print Studio shall obtain a written or electronically recorded confirmation from the buyer stating that the print has been received in flawless condition. The Print Studio shall then hand over the corresponding Certificate of Authenticity (COA) to the buyer and obtain the buyer's acknowledgment of receipt of the certificate.

5. The Print Studio shall retain a copy or digital record of both confirmations in its documentation for a minimum of three (3) years for audit purposes.

5.6 Announcement of Opening Hours, Appointments, and Default of Acceptance

1. After completion of the fine-art print, the Print Studio shall offer the buyer the opportunity to collect the artwork. The offer for collection must be documented in a verifiable form through the MAR 2.0 platform or another traceable communication channel approved by Hahnemühle.
2. The Print Studio may either provide the buyer with fixed opening hours for collection or arrange an individual appointment.
3. The buyer may collect the artwork within thirty (30) days from the date of the first offer for collection. After expiry of this period, the buyer shall be deemed to be in default of acceptance (*Annahmeverzug*) in accordance with §§ 293 ff. BGB.
4. For the duration of the buyer's default of acceptance, Hahnemühle shall reimburse the Print Studio a fee of 2.5 % of the net purchase price for each commenced seven-day period to cover storage and maintenance costs of the artwork.
5. The Print Studio shall handle stored artworks with due care and in conditions appropriate for fine-art prints until they are collected or destroyed pursuant to Article 5.7(1).

5.7 Handling of Returns and Cancellations

1. In the event of a consumer cancellation pursuant to Article 3 of the GTC MAR 2.0, the Print Studio shall, upon Hahnemühle's instruction, destroy the corresponding artwork together with its COA and hologram in a secure manner.
2. The destruction shall be documented photographically or by other verifiable means and confirmed to Hahnemühle through the MAR 2.0 platform.
3. The Print Studio shall not be entitled to any additional remuneration for the destruction of canceled artworks beyond reimbursement of verified production costs as set out in Article 8 of this contract.

5.8 Cooperation and Communication

1. The Print Studio shall cooperate closely with Hahnemühle in all matters concerning order execution, quality assurance, and data accuracy.
2. The Print Studio shall respond promptly to requests for information, audits, or technical clarification.
3. All communication related to MAR 2.0 orders must take place through the MAR 2.0 platform or another verifiable electronic channel designated by Hahnemühle.
4. The Print Studio shall appoint a responsible contact person for MAR 2.0 operations and notify Hahnemühle of any changes without undue delay.

5.9 Confidentiality and Data Security

1. The Print Studio shall treat all information, image data, and customer details received via the MAR 2.0 platform as strictly confidential and use them solely for the performance of this contract.
2. The Print Studio shall implement adequate technical and organizational measures to prevent unauthorized access, alteration, or loss of data, in accordance with the data-protection obligations described in Article 11 of this contract.
3. The Print Studio shall ensure that its employees and subcontractors are bound by equivalent confidentiality and data-protection duties.

5.10 Handling and Deletion of Image Data

1. The image data transmitted by the artist may be stored and used solely for the execution of the respective print order.
2. Upon completion of the production order and handover of the artwork to the buyer, the Print Studio shall delete the image data immediately and permanently from all storage media.
3. The storage of image data in online databases, cloud environments, or other digital archives that are accessible to third parties is strictly prohibited.
4. The Print Studio acquires no copyright or utilization rights in the image data, artworks, or other creative materials provided by the artist; such rights remain exclusively with the artist.
5. The Print Studio shall implement appropriate technical and organizational security measures within its IT infrastructure to protect against unauthorized access, cyberattacks, and data theft, in particular with regard to the image data transmitted through MAR 2.0.
6. The Print Studio is encouraged to take out suitable cyber-insurance coverage to mitigate potential risks arising from cyber incidents or data-security breaches.

5.11 Liability for Production Errors

1. The Print Studio bears sole responsibility for the correct production, handling, and safekeeping of each print produced under this contract.
2. Any production errors, damage, or loss arising prior to handover to the buyer shall be remedied at the Print Studio's own expense.
3. The Print Studio shall immediately inform Hahnemühle and the artist via the MAR 2.0 platform of any incidents that may affect the quality, authenticity, or timely completion of the artwork.

5.12 Certification Maintenance and Downgrade

1. The Print Studio undertakes to maintain the certification status awarded to it by Hahnemühle by continuously complying with the quality criteria applicable to this certification class, as specified in Annex 1 to this contract.
2. The Print Studio may request an upgrade to the next higher certification class listed in Annex 1 at any time, provided it fulfills the corresponding criteria and successfully passes the audit conducted by Hahnemühle or its authorized representative.
3. If the Print Studio fails to comply with one or more of the quality criteria defined in Annex 1 for the "Certified Studio Platinum" status, Hahnemühle may downgrade the Print Studio to a lower certification class.

4. Such downgrade constitutes a material reason ("wichtiger Grund") entitling Hahnemühle to extraordinary termination of this contract in accordance with Article 12.4.
5. The loss or withdrawal of certification automatically entitles Hahnemühle to terminate this contract without notice.

5.13 Safeguarding Interests and Compliance with Legal Provisions

1. The Print Studio is obliged to safeguard the legitimate interests of Hahnemühle and to refrain from any conduct that could jeopardize or damage the reputation, market position, or creditworthiness of Hahnemühle or its affiliated companies.
2. The Print Studio undertakes to observe Hahnemühle's sales and communication guidelines relating to offers made through the MAR 2.0 platform and to ensure that its public representation is consistent with the quality and brand standards of Hahnemühle.
3. The Print Studio shall regularly discuss objectives and strategies for the presentation and distribution of MAR 2.0-related services with Hahnemühle. The place, format, and timing of such meetings shall be determined by Hahnemühle at its reasonable discretion.
4. The Print Studio shall comply with all applicable statutory and regulatory requirements, including but not limited to laws, ordinances, and official regulations governing the operation of its business, the production of fine-art prints, and the fulfillment of orders within the Contract Territory.
5. The Print Studio shall bear sole responsibility for the payment of all taxes, fees, licenses, permits, and other charges associated with the operation of its business and the production and distribution of contractual print orders.
6. Any breach of the obligations contained in this Article constitutes a material breach of contract and may entitle Hahnemühle to withdraw certification or to terminate this contract in accordance with Article 12.4.

Article 6 – Control Rights and Data Protection

6.1 Control and Audit Rights

1. Hahnemühle, or a person or company authorized by it, shall have the right to audit the Print Studio's operations at reasonable intervals to verify compliance with this contract, Hahnemühle's certification standards, and the applicable data-protection and quality-assurance requirements.
2. Such audits may be conducted on-site at the Print Studio's premises or remotely through digital documentation and data access, provided that Hahnemühle gives reasonable prior notice.
3. The Print Studio shall cooperate fully during audits, provide the information requested, and grant Hahnemühle or its representatives access to relevant production areas, documents, and systems, insofar as this is necessary for verifying compliance.
4. Audit results shall be documented. If deviations or non-compliances are identified, Hahnemühle shall set an appropriate deadline for remedy. Failure to remedy within the deadline may result in

suspension or withdrawal of certification or, in serious cases, termination of this contract under Article 12.4.

6.2 Data-Protection Obligations

1. The parties undertake to comply with all applicable data-protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).
2. Hahnemühle acts as data controller for data processed within MAR 2.0 and as data processor only insofar as it processes personal data on behalf of artists or buyers in accordance with Article 28 GDPR.
3. The Print Studio is aware that Hahnemühle has appointed a Data Protection Officer (DPO) who ensures that personal and image data provided to Hahnemühle are processed exclusively within the scope of this contract and its implementation. Data may be transmitted to external consultants or service providers only if appropriate data protection is guaranteed or if a separate data-processing agreement in accordance with Article 28 GDPR has been concluded.
4. The Print Studio processes personal data received through MAR 2.0 solely for the purpose of fulfilling its contractual obligations under this agreement. It shall not process, use, or transmit such data for any other purpose.
5. The detailed rights and obligations of the parties with respect to data processing are governed by the Order Processing Agreement (Annex 4), which forms an integral part of this contract.

6.3 Security Measures and Confidential Handling

1. The Print Studio shall implement appropriate technical and organizational measures in accordance with Article 32 GDPR to protect personal data and image data against unauthorized access, alteration, loss, or destruction.
2. The Print Studio shall ensure that only authorized personnel have access to such data and that those persons are bound by confidentiality obligations at least equivalent to those contained in this contract.
3. Any data breach or unauthorized access to MAR 2.0-related data must be reported to Hahnemühle without undue delay (spätestens innerhalb von 24 Stunden), enabling Hahnemühle to comply with its statutory notification obligations under Articles 33 and 34 GDPR.

6.4 Data Location and Third-Party Processors

1. Data processed by the Print Studio under this contract shall be stored and processed exclusively within the European Economic Area (EEA) or in jurisdictions recognized by the European Commission as providing an adequate level of data protection under Article 45 GDPR.
2. The engagement of sub-processors or third-party service providers for the processing of MAR 2.0-related data requires Hahnemühle's prior written consent.
3. The Print Studio remains fully responsible for compliance with all data-protection obligations by any approved sub-processor.

Article 7 – Fee for Certification, Sales Promotion Services, and Listing

7.1 Amount of Remuneration

1. In consideration of the certification of the Print Studio, the advertising and sales-promoting online services provided by Hahnemühle, and the listing of the Print Studio as a selectable partner on the MAR 2.0 platform, the Print Studio shall pay Hahnemühle an annual fee of EUR 200 plus statutory VAT.
2. This fee covers the certification, quality-assurance measures, and the inclusion of the Print Studio in Hahnemühle's marketing and online listing services.

7.2 Maturity and Payment

1. The annual fee shall be charged in advance for the current calendar year and is due on 31 January of each year.
2. Payment shall be made to the bank account specified by Hahnemühle.
3. In the event of extraordinary termination, annual fees already paid will not be refunded.
4. Hahnemühle may issue the invoice electronically via the MAR 2.0 platform or by e-mail; such invoices are deemed equivalent to written invoices for all legal purposes.

7.3 Offsetting and Right of Retention

1. The Print Studio may offset claims against Hahnemühle's payment claims only with acknowledged or legally established counterclaims.
2. A right of retention of the Print Studio against Hahnemühle's payment claims is excluded, unless it is based on the same contractual relationship within the meaning of § 273 BGB.

7.4 Listing and Promotion on the MAR 2.0 Platform

1. As part of its certification, the Print Studio will be listed on the MAR 2.0 platform and may be displayed to artists and buyers as an officially recognized Certified Studio Platinum partner.
2. The form, scope, and placement of the listing, as well as its visibility in marketing materials or digital channels, are determined solely by Hahnemühle.
3. The Print Studio authorizes Hahnemühle to use its name, logo, and company information for these purposes, provided such use respects the Print Studio's trademark rights and reputation.

7.5 Sales Promotion and Marketing Support

1. Hahnemühle may, at its discretion, conduct sales promotion and marketing activities to strengthen the visibility of the Certified Studio Platinum network and the MAR 2.0 ecosystem.
2. The Print Studio may participate in such activities, including exhibitions, campaigns, or training programs, subject to a separate agreement regarding scope and cost participation where

applicable.

3. Hahnemühle may provide the Print Studio with marketing materials and digital assets (e.g., logos, certification marks, templates) for use in its own promotional activities. These materials may be used only in accordance with Hahnemühle's brand and design guidelines.

Article 8 – Payments and Payment Terms

8.1 General Principles

1. All financial transactions arising from sales concluded via the MAR 2.0 platform are processed exclusively through Hahnemühle as the collection and payment service provider for the artists and Print Studios participating in MAR 2.0.
2. The Print Studio acknowledges that payments for print-production services are made only after the buyer's payment has been received by Hahnemühle and the statutory cancellation period has expired.
3. The Print Studio has no direct payment claim against the buyer; its claim for remuneration arises solely under this contract through Hahnemühle.

8.2 Settlement and Payout Procedure

1. For each completed production order, the Print Studio's remuneration corresponds to the production cost set out in the pricing structure of the MAR 2.0 platform, as valid at the time the order was placed. The applicable pricing structure forms an integral part of this Agreement as [PSP Print Fee for MAR 2.0](#).
2. Upon confirmation of successful order completion in the MAR 2.0 system and expiration of the 14-day consumer cancellation period, Hahnemühle shall settle the production costs due to the Print Studio.
3. Payouts to Print Studios are made once per month, specifically on the 15th day of each calendar month, for all orders that were completed and whose cancellation period expired by the 15th day of the preceding month.
4. The Print Studio can view all completed and pending transactions, including payout status, at any time through its Print Studio dashboard within MAR 2.0.

8.3 Invoicing and Documentation

1. The Print Studio's remuneration is calculated and documented automatically by the MAR 2.0 system.
2. A monthly settlement statement to the Print Studio summarising all orders included in the payout period is available at any time in the Print Studio dashboard in MAR 2.0.
3. This settlement statement is deemed an invoice within the meaning of § 14 UStG and may be provided electronically through the MAR 2.0 platform.
4. Any objections to a settlement must be raised by the Print Studio within fourteen (14) days of receipt; after that period, the settlement shall be deemed accepted.

8.4 Default or Non-Payment by Buyer

1. If, for reasons beyond Hahnemühle's control, the buyer's payment cannot be collected or must be refunded, Hahnemühle shall notify the Print Studio through the MAR 2.0 system.
2. In such cases, the Print Studio's entitlement to payout shall be suspended until the buyer's payment has been successfully recovered.
3. Hahnemühle is not obliged to make advance payments or assume credit risk for any buyer default.

8.5 Taxes and Accounting

1. The Print Studio is responsible for declaring and paying all taxes, including value-added tax, arising from its income under this contract.
2. Hahnemühle's settlement statements include all relevant data required for the Print Studio's accounting and tax documentation.
3. The Print Studio shall keep these records for a period of at least ten (10) years, in compliance with § 147 AO.

8.6 Currency and Payment Method

1. All payments under this contract are made in euros (EUR) to the bank account specified by the Print Studio in its MAR 2.0 profile.
2. Hahnemühle bears any bank fees associated with outgoing payments within the SEPA area.
3. For payments to accounts outside the SEPA area, any transfer charges or conversion fees shall be borne by the Print Studio.

Article 9 – Liability

9.1 General Principles

1. Each contracting party shall be liable for damages in accordance with the statutory provisions, unless otherwise provided in this contract.
2. The Print Studio and Hahnemühle are each responsible for the actions and omissions of their employees, agents, and vicarious agents (*Erfüllungsgehilfen*) in accordance with § 278 BGB.
3. The burden of proof for fault lies with the claiming party.

9.2 Limitation of Liability

1. Hahnemühle shall be liable—irrespective of the legal basis—for damages only insofar as these were caused by
 - a. intent or gross negligence, or
 - b. the culpable breach of a material contractual obligation (*_Kardinalpflicht_*), i.e., an obligation whose fulfillment is essential for achieving the purpose of the contract and on the performance of which the other party regularly relies.

2. In cases of simple negligence, liability shall be limited to the typical, foreseeable damage at the time of contract conclusion and shall not exceed EUR 500 per damage event.
3. The above limitation shall also apply to breaches of duty by legal representatives, employees, or other vicarious agents of Hahnemühle.

9.3 Liability of the Print Studio

1. The Print Studio shall be fully liable for all damages resulting from
 - a. production errors, improper handling, or loss of artworks or Certificates of Authenticity in its custody;
 - b. infringement of third-party rights, in particular copyright, arising from unauthorized use or retention of image data; or
 - c. violations of data-protection, confidentiality, or security obligations under this contract.
2. The Print Studio shall indemnify and hold Hahnemühle harmless against all claims of third parties arising from such breaches, including reasonable legal defense costs.
3. The Print Studio shall take out and maintain adequate business liability insurance covering at least the typical risks associated with the operation of a certified fine-art print studio.

9.4 Exclusion of Liability

1. Neither party shall be liable for indirect or consequential damages, such as lost profits or loss of business opportunities, unless such damages result from intent, gross negligence, or injury to life, body, or health.
2. Hahnemühle is not liable for
 - a. printing or color deviations caused by incorrect image data supplied by the artist or buyer,
 - b. operational interruptions due to maintenance or updates of the MAR 2.0 platform, or
 - c. any failure of third-party telecommunication or data-network services beyond its control.
3. Force majeure events—such as natural disasters, war, strikes, or official orders—release the affected party from its performance obligations for the duration of the disruption and to the extent of its effect.

9.5 Mandatory Liability

The limitations and exclusions of liability contained in this Article shall not apply to

- a. liability for intent or gross negligence,
- b. damages resulting from injury to life, body, or health,
- c. liability under the Product Liability Act (ProdHaftG), or
- d. damages based on the absence of warranted characteristics (_zugesicherte Eigenschaften_).

9.6 Employees and Auxiliary Persons

The limitations of liability in this Article shall apply mutatis mutandis to the benefit of each party's employees, representatives, and vicarious agents.

Article 10 – Property Rights

10.1 Ownership of Intellectual Property

1. Hahnemühle retains all intellectual and industrial property rights to its products, brands, and the MAR 2.0 platform, including but not limited to copyrights, trademark rights, company designations, business names, trade secrets, domain names, database rights, technical know-how, and other proprietary rights.
2. Nothing in this contract shall be construed as transferring or granting to the Print Studio any ownership, license, or other right of use in respect of such intellectual property, except where expressly provided for the execution of this contract.

10.2 Non-Interference and Protection of Rights

1. The Print Studio undertakes not to challenge, attack, or question Hahnemühle's property rights or to support, assist, or enable any third party to do so.
2. Any violation of this obligation constitutes good cause for immediate termination of this contract by Hahnemühle in accordance with Article 12.4.
3. The Print Studio shall immediately inform Hahnemühle of any actual or suspected infringement or misuse of Hahnemühle's property rights by third parties that becomes known to it.

10.3 Prohibition of Registration and Misuse

1. The Print Studio shall not apply for, register, or seek protection for any trademarks, trade names, domain names, certification marks, or other distinctive signs that are identical with or confusingly similar to those owned or used by Hahnemühle, whether within or outside its contractual territory.
2. The Print Studio is likewise not authorized to include Hahnemühle's trademarks, trade names, or other distinctive signs as part of its company name, domain name, e-mail address, or social-media handle, or to register such identifiers with any commercial, trademark, or certification register.
3. Hahnemühle's prior written consent is required for any use of its marks, logos, or designations in the Print Studio's marketing or communication materials.

10.4 Prohibition of Misuse and Imitation

1. The Print Studio shall not use Hahnemühle's symbols, advertising slogans, quality labels, or other proprietary design elements in connection with products or services that do not originate from Hahnemühle or outside the framework of this contract.

2. The use or disclosure of Hahnemühle's trade or business secrets, technical documentation, or confidential information for other distribution systems or competing purposes is strictly prohibited.
3. Any unauthorized use or imitation constitutes a material breach of contract and entitles Hahnemühle to demand immediate cessation, compensation for damages, and termination of this agreement for cause.

Article 11 – Secrecy

11.1 Scope of Confidentiality

1. The Print Studio shall treat as strictly confidential all trade, business, and technical secrets of Hahnemühle which are entrusted to it or become known to it in the course of performing this contract.
2. The obligation of confidentiality applies in particular to all information, documents, data, business processes, technical know-how, customer lists, pricing structures, and contractual relationships related to the MAR 2.0 platform and the cooperation under this agreement.
3. This duty of confidentiality shall continue to apply without limitation in time, even after the termination of this contract.

11.2 Handling and Return of Confidential Materials

1. Documents, records, data carriers, and other materials containing confidential information that are provided to the Print Studio by Hahnemühle shall remain the property of Hahnemühle.
2. Such materials must be used only for the purposes of this contract and shall be returned to Hahnemühle immediately after use in accordance with the order, and in any event upon termination of the contractual relationship, without the need for a separate request.
3. The Print Studio shall not retain any copies—physical or digital—of such materials, unless retention is required by mandatory legal obligations (e.g., tax or accounting laws).

11.3 Confidentiality of Contractual Terms

1. The Print Studio is obliged to treat the contents of this contract, including its annexes and all related agreements, as confidential.
2. Disclosure to third parties is permitted only to those persons who are themselves subject to a statutory or contractual duty of confidentiality, or where disclosure is required by law or official order.
3. The burden of proof for exceptions under §§ 3 and 5 GeschGehG lies with the party invoking such exceptions.

11.4 Duty to Impose Confidentiality on Assistants

1. The Print Studio shall ensure that all employees, assistants, subcontractors, and other persons who may come into contact with Hahnemühle's confidential information are bound by equivalent confidentiality obligations prior to gaining access to such information.
2. The Print Studio shall be liable for any breach of confidentiality by these persons as for its own breach.

11.5 Breach and Remedies

1. Any breach of this confidentiality obligation constitutes a material breach of contract and entitles Hahnemühle to terminate this contract without notice for good cause in accordance with Article 12.4.
2. Hahnemühle reserves the right to assert further claims for damages or injunctive relief arising from any violation of this Article.

Article 12 – Contract Term, Duration, and Termination

12.1 Commencement and Duration

1. This contract enters into force on the date of its signature by the Print Studio and shall remain valid for the duration of the beta-testing phase specified in the preamble.
2. The contract expires automatically at the end of this phase on 16 March 2026, without the need for separate notice, unless Print Studio exercises the option to extend (Article 12.2 (1)).

12.2 Option to Extend

1. Upon expiry of the beta-testing phase, the Print Studio may decide whether to continue the cooperation with Hahnemühle. For this purpose, Hahnemühle grants the Print Studio an option right to extend this contract beyond the beta-testing phase.
2. The option shall be exercised in writing by the Print Studio no later than 31 March 2026. The written form requirement may be satisfied by electronic form pursuant to § 126 (3) BGB.
3. If the Print Studio exercises this option right in due time, the contract shall be deemed extended for an indefinite period.

12.3 Ordinary Termination

1. If the contract term has been extended pursuant to Article 12.2, either party may terminate the contract at the end of a calendar year with six (6) months' notice.
2. Ordinary termination must be made in writing within the meaning of § 126 (1) BGB; the electronic form under § 126 (3) BGB shall be deemed equivalent.
3. The provisions of § 545 BGB (tacit extension of lease) shall not apply.

12.4 Extraordinary Termination

1. The right to terminate this contract for good cause (*wichtiger Grund*) remains unaffected.

2. Extraordinary termination must be declared in writing in accordance with § 126 (1) BGB and sent by registered letter with return receipt.
3. For Hahnemühle, good cause exists in particular, but not exclusively, in the following cases:
 - a. non-compliance with the standards applicable to "Certified Studio Platinum";
 - b. misappropriation or unauthorized use of image data;
 - c. production or placing on the market of prints not commissioned by the artist;
 - d. sale or other commercial use of artworks returned by a buyer;
 - e. violation of data-protection obligations;
 - f. breach of confidentiality or trade-secret obligations under Article 11;
 - g. loss of certification status or repeated downgrade;
 - h. insolvency proceedings being opened or rejected for lack of assets.
4. Hahnemühle may, prior to termination, request the Print Studio to remedy the breach within a reasonable deadline, unless the violation is so serious that continuation of the contract is unreasonable.

12.5 Consequences of Termination

1. Termination or expiry of this contract shall not affect print orders already confirmed via the MAR 2.0 platform. Such orders shall be completed in accordance with the terms applicable at the time of order confirmation.
2. In the event of ordinary termination, Hahnemühle shall continue to supply the Print Studio with necessary materials to allow the proper fulfillment of transactions concluded before termination, following the normal course of business.
3. Upon termination, the Print Studio shall immediately cease using Hahnemühle's industrial property rights, trademarks, and designations within the meaning of Article 10.
4. The Print Studio shall cooperate to ensure a smooth transition of any ongoing customer relationships and platform processes.
5. Termination of this contractual relationship does not entitle the Print Studio to any compensation or severance payment from Hahnemühle, regardless of the legal basis.
6. The provisions of Article 12.4 of this contract and Article 3 of the GTC MAR 2.0 remain unaffected.

Article 13 – Final Provisions

13.1 Place of Fulfillment

The place of fulfillment for all obligations arising from this contract is Dassel, Germany.

13.2 Applicable Law

1. This contract shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of its conflict-of-laws provisions.

2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Law on the Formation of Contracts for the International Sale of Goods is expressly excluded.

13.3 Written Form, Headings, and Deviating Conduct

1. Collateral agreements, amendments, and additions to this contract must be made in writing to be valid.
2. The written form requirement also applies to any waiver or modification of this Article itself; the electronic form within the meaning of § 126 (3) BGB is deemed equivalent.
3. The headings used in this contract serve solely for convenience and have no independent legal or regulatory meaning.
4. Temporary tolerance of conduct deviating from this contract does not constitute a waiver of rights or create new obligations for either party.

13.4 Severability

If any provision of this contract is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

In such a case, the contracting parties shall agree upon a valid and enforceable provision that most closely reflects the economic intent and purpose of the invalid or unenforceable provision.

13.5 Copies and Notices

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).

13.6 Language and Prevailing Version

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

13.7 Online Dispute Resolution and Jurisdiction

The European Commission provides a platform for Online Dispute Resolution (ODR), which can be accessed at <https://ec.europa.eu/consumers/odr>.

Hahnemühle is neither obliged nor willing to participate in dispute-resolution proceedings before a consumer arbitration board.

3. For all disputes arising out of or in connection with this contract, the exclusive place of jurisdiction shall be Dassel, Germany, provided that the Print Studio is a merchant (Kaufmann) within the meaning of the German Commercial Code (HGB).

13.8 Data Protection Reference

The parties confirm that the Order Processing Agreement (Annex 4) forms an integral part of this contract and governs all data-protection matters pursuant to Articles 28 and 32 GDPR.

13.9 Force Majeure

Neither party shall be liable for non-performance or delays caused by circumstances beyond its reasonable control, including but not limited war, natural disasters, strikes, or governmental actions, provided that the affected party notifies the other without undue delay and uses reasonable efforts to mitigate the effects.