

General terms of the Agency's contract

1. Subject of the contract

- (1) The following general terms and conditions apply For All Transactions The agency Under The agency contract with their contractor, referred to below as "customer."
- (2) The subject of the contract is the provision of agency services according to the further description by the agency contract.
- (3) The Agency will exercise the interests of the client to the best of its ability. In the interests of a trusting cooperation, the customer will provide all necessary market, production and sales figures and other data essential for the agency's performance for the strictly confidential treatment.

2nd Contract implementation

- (1) The basis of the agency's work is the customer's briefing. If the briefing is given orally, the corresponding contact report becomes a binding working document.
- (2) The Agency hands over contact reports with the customer within 14 working days of each meeting. These contact reports are binding on the further processing of projects, unless they are contradicted within a period of a furth

3. Remuneration

(1) The remuneration agreed in the contract applies. Payments are due 14 days after invoicing without any deduction. In the event of exceeding payment dates, the Agency is entitled to default interest of 2% above the applicable base interest rate without further warning. The right to claim further damages remains unaffected.

(2) When the customer orders, works, extensive planning and the like Changing ongoing care and cancelling, it will replace the agency with any costs incurred and exempt it from all liabilities to third parties.

(3) Cash expenses and special costs incurred by the Agency at the express request of the client are charged at the cost price. These include, for example, exceptional communication, shipping and duplication costs.

(4) All services provided by the Agency are in addition to the statutory VAT of the applicable amount.

4. Right to use

With the full payment for the duration and scope of the contract, the customer acquires the rights of use for all work carried out by the Agency under this order, insofar as the transfer is possible under German law or in the actual circumstances. For use in the territory of the Federal Republic of Germany.

5th usage fee

The agency provides a total spiritual-creative service that goes beyond the purely technical work: When the customer uses agency work outside the scope of the contract, such as:

Outside the area mentioned in the contract (spatial extent) and/or after termination of the contract (temporal extension) and/or

In modified, extended or reversed form (extent) and/or
Use in other advertising media,

The Agency shall charge an additional usage fee for a maximum of three years, for the first year of 50%, 25%
for the second year and 15% of the original contractual remuneration for the third year.

6. Legal protection, liability

(1) The risk of legal admissibility of the Agency's activities is borne by the client. The client exempts the agency from third-party claims if the agency acted at the express request of the client, even though it has communicated its concerns to the client regarding the admissibility of the measures.

(2) If the Agency requires legal examination by a particularly knowledgeable person or institution for the measures to be carried out, the customer shall bear the costs after consultation.

(3) The Agency shall only be liable for damages which have caused it or its vicarious agents intentionally or grossly negligently. According to the amount, the liability of the Agency is limited to the typical damages typical of comparable transactions of this kind, which were foreseeable at the conclusion of the contract or at the latest at the time of the commission of the breach of duty, unless the Agency is liable for intent or Gross negligence on the part of their legal representatives.

7. Duration of the contract, notice periods

This contract will enter into force after it has been signed. It will be concluded for the contract term of 2 years referred to in the contract. If the contract has been concluded for an indefinite period of time, it may be terminated with a period of three months at the end of the month. The right to terminate the contract without notice for good cause remains unaffected. The cancellation must be made in writing.

8. Offsetting, retention right

An offsetting or assertion of a right of retention is only permissible with recognized or legally established counterclaims.

9. Other provisions

- (1) Side agreements on this contract have not been made. Changes or additions require written form in order to be effective in the law.
- (2) The customer is not entitled to assign his claims from the contract.
- (3) The law of the Federal Republic of Germany applies.

Place Is Burghaslach.

