

## Special Terms and Conditions of the uvex group for Agency Services

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### General provisions

Our Special Terms and Conditions below apply to orders and contracts from companies of the uvex group (hereinafter referred to as “uvex”) to agency services (e.g. advertisement and catalogue design, management of websites and social media, the creation of image databases, public relations work) as well as subordinately the Terms and Conditions of Purchase of the uvex group (as of 11/2012), if the relevant branch office of the ordering uvex company is located in Germany, or the International Terms and Conditions of Purchase of the uvex group (as of 11/2012), if the relevant branch office of the ordering uvex company is not located in Germany, which we will gladly send upon request and which are available to download under <https://www.uvex-group.com/en/terms-and-conditions/purchase>. Any terms and conditions of the other party to the agreement that contradict or supplement our terms and conditions shall not become a component of the agreement even if we do not expressly object to them. Deviations from our terms and conditions are thus subject to our express written approval in any case. If inclusion of our Special Terms and Conditions is objected to, we are entitled to cancel the order – free of any claims against us of any kind; if we refrain from cancelling the order, this shall not constitute acknowledgement of another party’s terms and conditions.

### 1. Provision of services

uvex is not issuing an agreement for the provision of agency services exclusively to the Agency. The Agency is obligated, however, not to provide services to direct competitors of uvex and when in doubt to coordinate with uvex prior to entering into contracts with new clients.

The Agency may choose how it provides the contractually agreed services; uvex has no authority to issue instructions. The Agency shall provide the services with the due care and diligence of prudent business. But state of the art and relevant norms, standards and guidelines must always be met. If and to the extent software is to be used, this must be coordinated with uvex.

The Agency must ensure that its agency services are legally permissible. This applies in particular to the regulations governing anti-trust law, copyright law and special advertising rights legislation. The materials made available must not violate official provisions.

Prior to undertaking upgrades, the Agency is obligated to secure the latest version, so that access to the last functioning version is always ensured.

If employees of the Agency who are engaged in service provision are replaced, the Agency must inform uvex in advance and obtain uvex's written approval, unless said employee leaves the Agency. If uvex refuses approval, the employee shall continue to be engaged. uvex is also entitled to require the replacement of employees engaged by the Agency at any time if collaboration is at risk for professional or personal reasons. If uvex objects to the replacement of an employee or uvex supports this employee and the Agency fails to respond within a reasonable period, uvex is entitled to a special termination right.

An obligation by uvex to collaborate must be explicitly agreed in writing.

Third parties may be assigned work to carry out the performance or parts of the performance only after prior written approval by uvex.

## **2. Remuneration**

All agency services to be provided are covered with payment of the agreed remuneration. If remuneration on an hourly basis is agreed, uvex must sign a timesheet to form the basis for settlement. If individual services are excluded from the scope of services, the Agency must make express reference to this in writing. uvex must issue a separate, written order before such services may be performed. If it is agreed that uvex is to pay travel expenses (e.g. travel and hotel costs), uvex must approve them in writing in advance.

## **3. Rights granted**

The Agency transfers to uvex and its affiliated companies within the meaning of Section 15 AktG [German Stock Corporation Act] all transferable copyrights and other authorisations to publish, reproduce and exploit the agency services, including all imaginable legal rights to ideas, drafts and creations (hereinafter referred to as "right of use"). The right of use is unrestricted as to time, location and content and includes in particular reproduction, distribution, exhibition, lecturing, presentation and demonstration rights, rights to broadcast, playback via image or audio carrier (analogue or digital), the right to play back broadcasts (analogue or digital) and online rights. Transfer includes the right to transfer to third parties. The right of use is exclusive, if and to the extent the agency services involve a work performance that is to be individually created for uvex. If third parties have rights to the agency services, e.g. copyrights, the Agency guarantees it holds the rights accordingly and will ensure that uvex and its affiliated companies will be granted the rights of use described above free of charge. This also applies to rights to the content and works of third parties that are exercised by copyright collecting societies. The right of use also includes the right to further develop the agency services provided by uvex itself or by third parties.

The rights granted above are covered by the agreed remuneration.

If copyrights accrue, the author waives attribution pursuant to Section 13 S.2 UrhG [German Copyright Act].

#### **4. Claims of third parties**

If and to the extent third parties assert claims against uvex based on agency services rendered by the Agency, the Agency shall release uvex fully on first demand from all claims in this regard. This also includes legal defence costs.

#### **5. Social insurance for artists**

uvex shall not bear any costs for social insurance for artists. The Agency shall bear all payments to the Social Welfare Fund for Artists.

#### **6. Acceptance**

If the object of the agency services is to create a work performance, the Agency shall ask uvex for acceptance in writing. uvex shall also be granted a reasonable deadline for acceptance, which will make it possible for uvex to conduct comprehensive tests within the ordinary course of business.

#### **7. Termination for cause**

uvex is entitled to terminate in particular but not conclusively if

- a) the Agency is in default of meeting its contractual obligations and does not perform even after receiving a written request within a reasonable period of time,
- b) if insolvency proceedings are instituted regarding the assets of the Agency or such proceedings are rejected for insufficiency of assets,
- c) the Agency goes into liquidation or
- d) the Agency suspends business operations entirely or partially.

In the event of termination for cause by uvex, the Agency is obligated to provide compensation for losses thereby incurred. The obligation to pay damages includes in particular also contract performance by uvex itself or a third party.

#### **8. (Partial) right to withdraw**

If the Agency services are to be provided in individual sections (e.g. milestones) or are logically separable into individual sections (e.g. on the basis of various services), after the completion of each individual section uvex is entitled to a (partial) right to withdraw based on the impossibility of contract performance, default or breach of duty by the service provider as well as force majeure. uvex will inform the Agency that it will exercise its (partial) right to withdraw in writing. The Agency will then be compensated for the agency services provided as agreed until the (partial) withdrawal. No further claims by the Agency, in particular for compensation for damages exist.

## **9. Issuance**

The Agency shall safeguard all documentation, negatives, data and similar documents created for providing the agency services (hereinafter referred to as “documents”) for the entire term of the agreement. On request, but no later than by termination of collaboration – on whatever legal grounds – the Agency shall turn over all documents. Rights of retention do not exist.

## **10. References/publications**

The Agency is entitled to use uvex as a reference only upon written approval from uvex.

Publications that detail the collaboration with uvex or agency services provided or to be provided must be approved in advance by uvex in writing, while submitting a draft of the planned publication.

## **11. Severability**

If any provision of these Special Terms and Conditions is deemed to be invalid as a whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a legally valid agreement that comes as close as possible to the economic purpose and intent of the invalid clause.

As of 07/2015