



General Terms and Conditions of LHLK Agentur für Kommunikation GmbH

(Fassung vom 15.06.2024)

§ 1 General

(1) These terms and conditions apply exclusively to all deliveries and other services in their version valid at the time of the conclusion of the contract, especially for the sale of goods as well as for artistic or other services and work performances. These general terms and conditions also apply to all future business relationships with the customer, even if no explicit agreement is made.

(2) Deviating, conflicting, or supplementary terms and conditions of the contracting party (hereinafter referred to as the customer) do not become part of the contract unless the agency expressly agrees to them.

§ 2 Offers, Scope of Services, Conclusion of Contract

(1) Offers from the agency are non-binding.

(2) The scope of the contractually owed service is determined exclusively by the agency's order confirmation/offer.

(3) Partial deliveries are permissible as far as they are reasonable for the customer.

(4) The documents on which the offer or order confirmation is based, such as calculations of time and external costs, are to be understood only as approximate values, unless they are expressly designated as binding.

§ 3 Prices and Payment Terms

(1) Unless expressly agreed otherwise, billing is based on the agency's hourly rates according to the actual time spent.

(2) If 'flat fees' are agreed upon, they cover, on the one hand, the time expenditure to be provided by the agency and, on the other hand, the provision of processing capacities by the agency. The flat fees are binding for both parties, regardless of whether the estimated time expenditure corresponds to the actual one. The agency is only entitled to remuneration beyond the agreed flat fees if the agency has expressly reserved this right when placing the order or if this has been expressly agreed between the parties or if a claim for remuneration arises from these general terms and conditions.

(3) The agency receives a customary commission from its customers for the successful mediation of contacts that result in valuable cooperations and other economically assessable contractual relationships.

(4) The prices apply from the place of performance (Munich/Berlin) excluding packaging and other shipping and transport expenses.

(5) If more than 4 months elapse between the conclusion of the contract and fulfillment without this delay being the responsibility of the agency, the agency may reasonably increase the price, taking into account the material, wage, and other ancillary costs incurred by the agency.

(6) If the agency takes into account changes requested by the customer, the additional costs incurred will be charged to the customer.

(7) The invoices issued by the agency to the customer are due immediately upon receipt without deduction. In the event of culpable exceeding of the payment deadline of more than 14 days from the invoice date, interest of 3% above the respective discount rate of the Deutsche Bundesbank will be charged, subject to the assertion of further claims.

(8) In the media sector (§ 4 para. 3), the agency issues advance invoices to the customer for each broadcast month. The agency is not obliged to place the orders



for the respective advertisements with the media carriers as long as and to the extent that the customer does not pay the remuneration regulated above upon request.

(9) The hourly rates or technical services mentioned in the price lists are valid for one year from the date of the order. After this period, the agency is entitled to adjust these prices reasonably to the annual general cost developments.

(10) All services offered by the agency are subject to the statutory VAT.

(11) If so-called "artists" (e.g., graphic designers, moderators, journalists, copywriters, etc.) are employed as freelancers with the customer's approval and these costs are passed on to the customer as external costs within the meaning of § 4 External Costs, the agency is entitled to pass on the contributions incurred under the Artists' Social Security Act to the customer. The percentages valid on the performance date apply.

§ 4 External Costs

(1) External costs, such as those incurred when using third-party services, especially but not exclusively for couriers, graphics, text, typesetting, high-volume copying orders, mail and fax dispatches, lithography, printing, photography, clipping services, market research, advertisement placements, etc., are to be reimbursed separately to the agency upon proof, unless expressly agreed otherwise.

(2) External costs are subject to a handling fee of 5% of the respective net invoice amount of the external costs.

(3) Instead of the handling fee agreed in para. 2, the agency receives the usual agency commission for the advertisement placements carried out on behalf of the customer in the media, based on the customer's net placement volume (the customer's net is the gross placement price of the media less possible discount conditions, before deduction of cash discounts).

§ 5 Ancillary and Travel Costs

(1) Ancillary costs of daily cooperation are costs incurred in the course of carrying out an order, especially for telephone/fax/email/internet as well as postage and copies, and are charged to the customer with a flat rate of 5% of the agreed fees according to § 3.

(2) Travel costs are costs incurred in the course of carrying out an order for travel and travel expenses. They are always billed based on receipts. Travel costs within Munich/Berlin are not charged.

§ 6 Set-off and Retention

(1) Set-off is excluded unless the set-off claim is undisputed or legally established.

(2) The right of retention is excluded.

§ 7 Copyright Usage Rights

(1) All rights to preliminary work, such as drafts and concepts, as well as other work results of the agency, especially copyright and usage rights and ownership, remain with the agency even after the work results have been handed over to the customer, unless they have been expressly transferred in writing and/or acquired according to the following paragraphs.

(2) The agency grants the customer all transferable rights, especially copyright usage rights, trademark rights, and name rights, for the exploitation of the services provided, including all possible legal positions in ideas, drafts, and designs, for exclusive, unlimited, and comprehensive exploitation in all currently known and future media and types of use. This includes, but is not limited to, the reproduction, distribution, exhibition, lecture, performance, and presentation rights, the broadcasting right, the right to reproduce by image and/or sound carriers analog and/or digital, the right to reproduce radio broadcasts analog and/or digital, and the online right. The possible granting of rights is compensated by the remuneration according to § 3. The amount of remuneration is, however, independent of whether such rights exist in the provided service.



(3) The agency is entitled to use generative artificial intelligence as a supporting tool in the development of creative services within the framework of contract fulfillment. However, the conception, design, and final elaboration of the contract subject are carried out with significant human involvement. The services provided thus generally constitute copyright-protected works. This does not apply if the contracting party requests that the contract contents be created entirely or predominantly using AI. Due to the lack of copyright protection of the contract subject, the granting of copyright usage rights is not possible in these cases. If, due to the usage conditions of individual AI providers, no exclusive rights can be granted to individual contents, the contracting party will be expressly informed of this. In this case, the contracting party only receives a simple usage right to the corresponding part of the service.

(4) Raw material and accompanying media (concepts, drafts, layouts, project files, etc.) remain with the agency and are not handed over with the final product. If the customer is interested in this, a separate remuneration agreement between the parties is required.

(5) If the agency involves third parties (assistants) to fulfill the contract, it will acquire their copyright usage rights and transfer them to the customer to the same extent.

(6) A transfer of rights to a lesser extent than provided for in paragraphs 2 to 5 only takes place after prior agreement with the customer. The agency will point out existing rights of GEMA or VG Wort.

(7) If the customer wishes to exploit works designed by the agency entirely or partially abroad, a separate fee agreement must be made in advance.

(8) § 7 does not apply to the creation and delivery of clipping reports (online/offline), press reviews, recordings, and other monitoring and evaluation documents. The relevant regulations are contained in the following § 8.

§ 8 Monitoring / Documentation / Clippings

Clipping reports, press reviews, or other documentation and evaluation documents (print/TV/radio/online) – hereinafter collectively referred to as "works" – delivered by the agency are protected by copyright and may only be used by the customer within the framework of copyright regulations. They may only be used internally and for the customer's own use within the meaning of § 53 UrhG. Further use of the delivered works, especially their reproduction and distribution without the prior conclusion of corresponding license agreements, is not permitted. For works delivered electronically or by fax, a contract between the customer and PMG Presse-Monitor GmbH (PMG), Berlin, is required. The customer is responsible for complying with copyright, ownership, usage, and industrial property rights as well as other third-party rights after receiving the works and is solely liable for violations of these rights committed by them. The customer undertakes to indemnify the agency and its legal representatives and employees from third-party claims based on violations committed by the customer. The indemnification includes not only the claims for damages but also the entire costs of legal prosecution and defense.

§ 9 Changes or Termination of Work, Duration / Termination

(1) The customer is entitled to terminate ongoing work, abandon plans, and modify other approved measures. In such cases, the agency will immediately take all appropriate measures to comply with the instructions and keep the costs as low as possible. However, the customer undertakes to indemnify the agency from all liabilities already incurred, provided they were previously approved or part of the already approved measures, and to compensate the agency for all damages resulting from such measures due to the termination or changes. The agency is entitled to remuneration for the services already prepared and provided up to that point according to the agreements made.



(2) If fixed terms for order processing are agreed between the agency and the customer, they remain unaffected by para. 1, and the mutual rights and obligations end with the termination of the agreed term.

(3) Ongoing consulting relationships between the agency and its customer, which are established for a minimum term of one year, are extended by six months each unless they are terminated by either party with six months' notice to the end of the respective term.

(4) Terminations are subject to the written form requirement (in the sense of an original signature by post).

§ 10 Delivery Period

The indication of a delivery date is made to the best of our knowledge, specifying a reasonable range of working days, and is extended appropriately if the customer delays or fails to perform necessary or agreed cooperation actions. The same applies to measures within the framework of labor disputes, especially strikes and lockouts, as well as the occurrence of unforeseen obstacles beyond the agency's control, such as delivery delays by a supplier, traffic and operational disruptions, material or energy shortages, etc. Changes to the delivered goods requested by the customer also lead to an appropriate extension of the delivery period.

§ 11 Retention of Title

(1) The agency retains ownership of the delivered goods until full payment is made. The retention of title also applies until all, including future and conditional claims from the business relationship between the customer and the agency, are fulfilled.

(2) The customer is not authorized to pledge or transfer ownership of the goods as security but is entitled to resell the reserved goods in the ordinary course of business. The claims arising from this against their business partners are hereby assigned to the agency.

(3) The agency is entitled to assert the retention of title without withdrawing from the contract.

§ 12 Warranty

(1) The customer must inspect the goods immediately upon receipt, as far as this is feasible in the ordinary course of business, and notify the agency immediately if a defect is found. If the customer fails to make this notification, the goods are deemed approved unless it is a defect that was not recognizable during the inspection. Otherwise, the provisions of §§ 377 ff. HGB apply.

(2) Warranty claims are limited, at the agency's discretion, to rectification or replacement. If the rectification or replacement fails, the customer has the right to demand a reduction in the remuneration or rescission of the contract at their discretion.

§ 13 Liability

(1) The agency's liability is limited to gross negligence and the claim for typical and foreseeable damages.

(2) The agency undertakes to carry out the work assigned to it with professional and commercial care to the best of its knowledge. It will inform the customer in good time of significant risks recognizable to an ordinary merchant. The review of the legal admissibility of factual statements about the customer's products and services, as well as advertising or other measures developed by the agency on behalf of the customer, is not part of the agency's scope of services. The agency is therefore not liable for the legal admissibility of the content and/or design of the work results.

(3) In this context, the customer indemnifies the agency from third-party claims, especially if the agency has acted at the customer's express request, even though it has informed the customer of its concerns regarding the admissibility of the measures.

(4) At the customer's request, the agency will assist in obtaining a legal review of the risks, especially those of competition and copyright law, by a particularly



knowledgeable person or institution at the customer's expense.

(5) The customer must ensure that the contact persons named by the customer are authorized to sign, especially concerning the approval of budgets, cost estimates, texts, and other coordination processes. Restrictions on signing authority must be communicated in writing by the customer in good time.

§ 14 Confidentiality

The agency is obliged to maintain confidentiality about all business secrets of the customer that become known to it during the cooperation. If the agency involves third parties to fulfill its tasks, it must impose the same obligation on these persons. The confidentiality obligation continues beyond the duration of the cooperation. All documents provided by the customer will be returned to the customer by the agency after the cooperation ends or destroyed upon request.

§ 15 Final Provisions

(1) Amendments and additions to the agency's general terms and conditions and the contracts concluded with the customer must be in writing. This also applies to this written form clause.

(2) Amendments or additions to the general terms and conditions, especially due to changes in the legal situation or supreme court jurisdiction, market conditions, or a currency conversion, will be communicated to the customer in writing. The customer can object to the amendment or addition of the general terms and conditions within a period of 6 weeks.

(3) The inclusion and interpretation of these terms and conditions, as well as the conclusion and interpretation of the legal transactions with the customer itself, are governed exclusively by the law of the Federal Republic of Germany. The application of the Uniform International Sales Law is excluded.

(4) The place of performance for the payment obligation is the agency's registered office. The place

of performance for deliveries and services of the agency is the place where the agency is to deliver the goods or provide the service.

(5) The place of jurisdiction for all disputes arising from this contractual relationship is Munich, unless the law mandatorily prescribes otherwise.

(6) The invalidity of individual provisions of this contract or its components does not affect the validity of the remaining provisions. The contracting parties are obliged, within the scope of what is reasonable and in good faith, to replace an invalid provision with a valid provision that comes as close as possible to the economic success of the invalid provision, provided that this does not result in a significant change in the content of the contract; the same applies if a matter requiring regulation is not expressly regulated.

LHLK Agency for Communication GmbH
Munich, 15.07.2025