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## **General Terms and Conditions of YPS Agentur für Kommunikation GmbH**

The following General Terms and Conditions serve as the basis for the cooperation between YPS Agentur für Kommunikation GmbH and its clients.

### **§ 1. Scope of application**

1.1 These General Terms and Conditions apply to all orders or contractual conditions between YPS Agentur für Kommunikation GmbH (hereinafter "YPS") and its clients (hereinafter "clients").

1.2 YPS does not recognize any other terms and conditions of the client unless YPS has agreed to them in writing.

1.3 These terms and conditions also apply to all future business relationships between YPS and the client, even if they are not expressly agreed upon again.

### **§ 2. Conclusion of offer and contract**

2.1 All offers from YPS are subject to change. Unless otherwise agreed in writing.

2.2 A contract is only concluded with the confirmation of the order by YPS or with the beginning of the provision of the service offered by YPS or ordered by the client.

2.3 Employees of YPS are not authorized to make verbal or written contract agreements. Agreements require in any case the written confirmation of the management of YPS.

### **§ 3. Terms of remuneration and payment**

3.1 The offered prices are net prices in Euro plus value added tax. They apply under the reservation that the underlying order data on the part of the client and offers or costs of possible suppliers of YPS remain unchanged. Possible changes will be calculated separately in coordination with the client. Artists' social security contributions, customs duties or other levies, also those arising subsequently, will be passed on to the client.

3.2 Contractual partners acting on behalf of a third party remain contractually liable to us, regardless of the solvency and morale of the third party or their client.

3.3 The remuneration of YPS is usually based on an offer or an offer signed by the client or an order placed. If this is not the case, the remuneration takes place according to time expenditure.

3.4 Even if there is no placed order of the client, but the client makes use of services of YPS, the performance of which the client could usually expect only against remuneration, the client has to make the usual remuneration for these services.

3.5 Payment of the remuneration by YPS is usually made in monthly amounts, depending on the package scope and term stages. For project durations, YPS will issue interim invoices. For projects with high external services, material costs and travel expenses and other pre-financing, YPS issues invoices on account. The exact terms of payment will be agreed upon at the beginning of the cooperation or of a project, in the context of the preparation of the offer or the placing of the order.

3.6 In the case of a delay in payment by the client or in the case that an application for the opening of insolvency proceedings has been filed against the client, YPS is entitled to withhold or stop the execution of the contractually agreed services. Exception: The client provides securities in time in the amount of the complete fee of YPS. Likewise, YPS is entitled to charge interest on arrears in the amount of 8% above the base

interest rate from the time of default.

3.7 All objects, goods, services, samples and works remain the property of YPS until the complete payment of all claims against YPS. The extended reservation of proprietary rights expressly applies here.

3.8 The client is obligated to release YPS internally from all liabilities which are based on external services which YPS has commissioned from its suppliers within the scope of a project for the provision of services for the client in its own name and for its own account. This includes in particular the assumption of costs.

#### **§ 4. Changes in services and additional services**

4.1 All additional services that exceed the agreed scope of services shall be invoiced separately according to time spent in consultation with the client. The same applies to other, unforeseeable additional expenses.

4.2 If the client and YPS cannot agree on the general conditions of a change in service or additional service, the originally agreed upon scope of service remains in effect.

4.3 In the event of changes to services and additional services, agreed deadlines shall be postponed by the period of time required for the duration of the inspection, the duration of the coordination and, if applicable, the duration of the resulting implementation or additional work, plus a reasonable period for coordination of the additional work.

4.4 Should changes or deviations of the agreed services be reasonable for the client under consideration of the interests of YPS, YPS is entitled to carry these out independently.

#### **§ 5. Dates, deadlines and delay**

5.1 Binding delivery dates and deadlines require an explicit written agreement.

5.2 YPS is not responsible for delays in performance due to force majeure (e.g. strike, Government orders, disturbances of telecommunication systems and connections, etc.), delivery difficulties on the part of YPS' suppliers and delays on the part of the client (e.g. delayed approvals, delayed provision of required information and documents, etc.). The provision of the agreed services can be delayed by YPS accordingly, plus a reasonable period of time for the coordination of the additional work. The client does not incur any claims for compensation, liability for damages and consequential damages as well as for lost profits towards YPS.

5.3 If it is reasonable for the client, YPS is entitled to make partial deliveries.

5.4 In the absence of any other agreement, liability and claims for damages of the client against YPS are principally limited to the order value.

## **§ 6. Copyrights and rights of use**

6.1 All works (analyses, strategies, idea papers, concepts, drafts, designs, business plans and other templates, working papers, etc. as well as all other provided, protectable services) of YPS are protected by the copyright law. These regulations are valid even if the level of creation required by copyright law has not been reached. Suggestions and instructions of the client, his employees or other third parties do not justify any participation in the copyright.

6.2 The client grants YPS all rights of use and protection necessary for the implementation of the commissioned service and guarantees that he/she owns the rights himself/herself (in particular copyright, trademark right, personal right). The

granted rights of use can also be transferred to third parties by YPS within the framework of the provision of the commissioned service.

6.3 The client indemnifies YPS from all damages, losses and expenses (including costs for legal defense), which YPS and its suppliers incur due to the violation of property rights and guarantees, which were transferred or guaranteed according to 6.2.

6.4 If there is no other agreement, the simple right of use of the work of YPS is transferred to the client. The transfer takes place only with the payment of the complete fee. Until then the client is only permitted to use the transferred services revocably. Any further use is not permitted and must be charged separately.

6.5 Without written consent on the part of YPS, the alteration or any form of imitation of the work provided, including the copyright designation, neither in the original nor in the reproduction, is inadmissible.

6.6 The violation of the agreed rights of use as well as the right of naming the author entitles YPS to compensation.

6.7 YPS is entitled to information about the extent of the use of the services and works provided.

## **§ 7. Liability and prohibited advertising content**

7.1 With the commissioning, approval and release the client assumes the responsibility for the correctness and legal admissibility of the picture and text. Thus, YPS is exempted from liability for protectability as well as competition and trademark law admissibility of the services and work results, which YPS itself or its suppliers provide within the scope of the commissioning on the part of the client. This applies in particular in the areas of competition law, trademark law and

personal rights. This regulation also applies if the client delegates the release to YPS in exceptional cases.

7.2 Within the scope of the contractually agreed work, YPS is only liable to the client in cases of intent and gross negligence. This liability is limited to 15% of the order sum and expires after 12 months from its occurrence.

7.3 If there is no other written agreement, the regular execution of a data backup is the responsibility of the client. Therefore, YPS does not assume any liability in case of data loss.

7.4 All regulations of §7 are also valid for suppliers and other vicarious agents of YPS within the scope of the order on the part of the client.

## **§ 8. Termination**

8.1 The contract may be terminated by either party with three months' notice to the end of the month. Notice of termination must be given in writing.

8.2 The right of both parties to extraordinary termination for good cause shall remain unaffected. Such cause shall be deemed to exist in particular if one of the contracting parties intentionally violates obligations arising from this contract and thereby substantially infringes interests and legal interests of the other party.

8.3 YPS is entitled to terminate the contract extraordinarily, especially if the client is still in arrears with payments to YPS and its suppliers despite repeated requests as well as in the case of serious violations of applicable law or these general terms and conditions. All services rendered and external services purchased up to this point in time are to be reimbursed by the client at 100%.

8.4 In the event that a client has been granted volume discounts, multiple discounts or special discounts and the client

prematurely withdraws from an order or submits an extraordinary termination of the contractual relationship, all granted discounts must be refunded to YPS. In this case, a pro-rata calculation of the previously provided services or term is inadmissible.

## **§ 9. References, work samples and self-promotion**

9.1 clients for whom YPS was active within the scope of a placed order and/or remuneration for the services rendered may be publicly named by YPS with the inclusion of the client's company logo, for which the client transfers the rights of use unlimited in time and space to YPS for this purpose, and work created within the scope of the cooperation may be publicly named and shown as work samples.

9.2 This also applies to companies for which YPS is or was active on behalf of third parties.

## **§ 10. Miscellaneous and final provisions**

10.1 All documents exchanged between YPS and the client, oral and written information to be classified as confidential and experiences, which do not necessarily have to be marked as such, are to be treated confidentially. If they may not be made accessible to third parties according to the provisions of these GTC, e.g. suppliers of YPS, a written consent is required in order to pass on said information to other third parties.

10.2 As long as there is no justified interest, all information exchanged in writing or electronically, such as strategy papers, image data, briefing documents, etc. are to be handed over or destroyed at the request of YPS or the client after the end of the cooperation.

10.3 Without the prior written consent of YPS, the client as well as companies associated with the client are prohibited from directly or indirectly (e.g. via a headhunter) poaching employees

of YPS for the period of the cooperation as well as for a period of one year beyond this. Culpable infringement leads to a contractual penalty to be determined by YPS in the individual case and to be paid by the customer. In the event of a dispute, the amount of the contractual penalty shall be reviewed by a court.

10.4 Changes and additions to this contract as well as any subsidiary agreements to this contract require the written form in order to be effective. They shall be designated as such. The written form shall also be observed for any amendment to this clause. Verbal agreements outside of this contract are not valid.

10.5 This agreement shall be governed by the laws of the Federal Republic of Germany.

10.6 Should one of the provisions of this agreement be or become legally invalid or unenforceable for any reason, or should this agreement contain a loophole, the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provisions, an appropriate provision shall apply which, to the extent permitted by law, comes as close as possible to what the contracting parties intended.

10.7 Place of performance and jurisdiction is Cologne.