

# AGREEMENT ON THE USE OF MARKETING AND ADVERTISING MATERIAL

between

## **LUKAS-ERZETT GmbH & Co. KG**

Gebrüder-Lukas-Straße 1  
51766 Engelskirchen

- hereinafter referred to as *LUKAS* -

and

Company

Street

Post Code + City

Country

### **Introduction**

Under this Agreement you are granted the right to use texts, drawings, illustrations, pictograms, trademarks, logos, photos, videos, and other advertising and marketing material of LUKAS (hereinafter referred to as "marketing material") for the purpose of advertising and promoting the sale of products of LUKAS.

### **1 Supply of marketing material**

- 1.1 Our marketing material will be supplied to you free of charge. Upon signing this Agreement you are entitled to use the provided marketing material pursuant to the herein stipulated provisions. Any other use that is not stipulated in this Agreement requires our prior approval. In case of doubt, it is your responsibility to prove if and which marketing material has been made available to you and whether we have given our approval for any use of the marketing material or any links regarding our websites other than those stipulated herein.
- 1.2 LUKAS does not provide any guarantee that the provided marketing material is complete, accurate, or up-to-date, and that the use of it is free of any third-party rights including, but not limited to, copyrights and/or label rights such as trademark rights. The same applies to the website of LUKAS.

### **Use of the marketing material**

- 2.1 You are entitled to copy, distribute, and make the marketing material publicly accessible for the exclusive purpose of advertising and promoting the sale of LUKAS products. The assignment of third parties for this purpose is permitted.
- 2.2 The spelling and design of the supplied marketing material is binding. Arrangements and colours of trademarks and logos of LUKAS are also binding and may not be altered.
- 2.3 You herewith agree to use the marketing material in an ethically and morally acceptable manner for advertising purposes only to prevent LUKAS from incurring any harm or damages. You also agree to refrain from any use of the supplied marketing material that could harm or exploit the good reputation of LUKAS and LUKAS products.
- 2.4 You are not entitled to make our marketing material available to any uninvolved third parties, nor are you permitted to grant them any rights in relation thereof.

### **3 Security**

- 3.1 You herewith agree to implement all required security measures to prevent misuse of our marketing material by any third party.
- 3.2 This Agreement must be made available to all staff and third parties having access to our marketing material.

**4 Written form, forum and applicable law**

- 4.1 Any amendments or changes to this Agreement must be in writing. If one or more provisions of this Agreement are or become invalid or if this Agreement is incomplete, the validity of the remaining provisions shall not be affected hereby.
- 4.2 If you are a “merchant” pursuant to the definition of the German Commercial Code, a legal entity under public law, a public special fund or asset or if your place of business is not subject to German jurisdiction, the forum for all disputes and litigation arising in connection with or from this Agreement shall be the court competent for the headquarters of LUKAS. This Agreement is subject to German law, excluding the provisions of the UN Convention on Contracts for the International Sales of Goods (CISG).

**5 Existing/other agreements regarding the use of the marketing material**

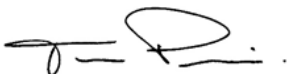
Upon the effective date of this Agreement, any other already existing agreements regarding the use of LUKAS marketing material shall become invalid. If in doubt, this Agreement supersedes all other applicable agreements and/or contractual terms and conditions.

**6 Term and termination of Agreement**

- 6.1 This Agreement is applicable for as long as you offer or promote the sale of LUKAS products. If you no longer offer or promote the sale of LUKAS products, this Agreement is automatically terminated without any further declaration or termination notice from LUKAS.
- 6.2 In addition, both parties are entitled to terminate this Agreement anytime with a notice period of four weeks becoming effective at the end of the calendar quarter. The termination notice is required to be in written form submitted either by e-mail, letter or fax.
- 6.3 Immediate termination without notice for compelling reason as per German Civil Code is also applicable. A “compelling reason” includes, but is not limited to, a violation of the provisions under section 2 and/or 3 above of this User Agreement.
- 6.4 If your rights of use to our marketing material end pursuant to this Agreement, it is your responsibility to immediately stop using all marketing material made available to you and, if applicable, delete it from any data carriers it may have been stored on.

Engelskirchen,

LUKAS-ERZETT GmbH & Co. KG



Thomas Polinski (Managing Director)

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Company