

General terms and conditions for partners/suppliers
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## 1. General

For all transactions between a partner/supplier\* (hereinafter referred to solely as partner) and Fink & Fuchs AG (hereinafter also referred to as the agency), only these "general terms and conditions" shall apply. Conflicting terms and conditions of the partner shall only be effective if they are expressly acknowledged by the agency in writing. This also applies if the partner refers in its order to its own terms and conditions and the agency does not expressly object.

Any agreements that differ from these "general terms and conditions" or which supplement these agreements require written form. Waiving the written form requirement also requires the written form.

## 2. Contract

The basis for business relations is the agency's respective contract, in which the agreed services (scope of services) as well as the remuneration are fixed. In addition, these general terms and conditions apply.

## 3. Partner's withdrawal, cancellation or modification of contracts

In the event of the partner's withdrawal, unauthorized changes to agency contracts or non-compliance by the partner of the contractual dates, the agency shall be entitled to appropriate compensation or settlement of additional costs. Any additional costs arising from the modification of duly awarded contracts which are not properly executed or the costs incurred up to the time of the cancellation shall be borne by the partner in the amount shown by the agency in each case. The partner shall notify the agency in writing of the exercise of its right of withdrawal.

## 4. Obligation to discretion/confidentiality

The partner undertakes to treat all information provided by the agency or its customers, of any kind, as well as documents on market conditions, marketing objectives, etc., strictly confidentially and only to evaluate and use them within the framework of contracts drafted by Fink & Fuchs. It is also strictly forbidden to transfer or use the information, for example, for securities transactions because of the underlying legal regulations. This also applies after the completion of a project or cooperation.

The partner agrees, in particular,

- not to make the information received from Fink & Fuchs accessible to third parties;
- to return documents to Fink & Fuchs immediately and completely once the contractual relationship has ended, at the request of Fink & Fuchs.

The agency reiterates that, particularly in view of restrictive stock exchange laws, breaching this confidentiality clause or other exploitation of this information can result in serious legal consequences from the relevant investigating authorities.

### **5. Adherence to ethical principles**

Fink & Fuchs AG respects the ethical principles established by the German PR Council (DRPR) (German Communications Code, [https://drpr-online.de/wp-content/uploads/2023/10/DRPR\\_Deutscher-Kommunikationskodex-.pdf](https://drpr-online.de/wp-content/uploads/2023/10/DRPR_Deutscher-Kommunikationskodex-.pdf)) and implements them.

When accepting an assignment, the partner also undertakes to respect and implement these ethical principles.

In the event of a breach of the ethical principles, Fink & Fuchs AG is entitled to terminate the cooperation by way of extraordinary termination.

### **6. Managing artificial intelligence (AI)**

Fink & Fuchs AG respects and implements the guidelines issued by the German Council for PR (DRPR) regarding transparency and truthfulness in the use of AI (<https://drpr-online.de/kodizes/drpr-richtlinien/drpr-richtlinie-zum-einsatz-von-ki-in-pr/>).

By accepting an order, the partner undertakes to observe and comply with the guidelines on the use of artificial intelligence (AI). Fink & Fuchs AG reserves the right to terminate the cooperation for cause in the event of a breach of this policy.

### **5. Right of use**

The partner shall transfer to the agency, with full payment, the unlimited, exclusive right of use (in terms of time, space and content) for all ideas, proposals and productions developed as part of the contract, as well as image/graphic/text/translation services, unless otherwise expressly agreed. The rights of use include, in particular, the right to reproduce, distribute, edit or publicly play back the material. The partner guarantees that the products are free of third party rights, particularly that third parties cannot claim any rights or at least no more than the rights expressly stated in the contract.

If, on the part of a third party, the agency is used for the purposes of alleged infringement of the right to omission, compensation or otherwise, the partner shall indemnify the agency from all third-party claims of procurement in full, including the costs of law enforcement or other costs, such as replacement. The agency shall promptly notify the partner of such a claim and shall provide the partner with all necessary information to conduct a possible legal dispute. The partner will also:

- either modify or replace the services in such a way that they no longer fall within the protection of third parties and are nevertheless contractual, or,
- at its own expense, grant the agency the right to use the products without restriction and without any additional costs in accordance with the contract
- or if neither is possible, reimburse the agency for any resulting damage.

The partner must, in particular, have the legal, especially competition, copyright and trademark law permissibility of the services provided or purchased by it (proof of the

complete license chain) and the agency in time to indicate any rights of third parties in writing.

### **7. Customer protection**

The partner undertakes to accept orders from the clients of Fink & Fuchs in the field of corporate communications only from Fink & Fuchs. Direct acceptance of orders from these customers – bypassing Fink & Fuchs – or active acquisition of the partner with these customers require prior agreement with Fink & Fuchs. An infringement of this agreement entitles Fink & Fuchs to immediately terminate cooperation with the partner and to assert claims for damages.

### **8. Applicable law**

The law of the Federal Republic of Germany for domestic contracts shall apply exclusively to the legal relations between the partner and the agency and to the question of a validly concluded contract as well as its advantages and disadvantages.

#### **8. Fulfillment and jurisdiction**

The place of fulfillment is Wiesbaden. The court of jurisdiction for all disputes arising directly or indirectly between the agency and the client shall be agreed upon by the German court with jurisdiction over the domicile of the agency. However, the agency is also entitled to appeal to another court which is responsible for the partner.

### **9. Final provisions**

Should individual provisions of these general terms and conditions of business be or become invalid or void, this shall not affect the validity of the remaining provisions and the contracts concluded under their application. The parties will replace the ineffective provision with an effective provision that comes closest to their meaning and purpose.

Date: April 2024

*\* Suppliers are parties that supply goods to Fink & Fuchs without their own value added (e.g. office supplies). Partners are suppliers who deliver goods with their own value-added contribution (e.g. texts, photos, etc.).*