

Licence Agreement on the use of advertising material

1. Framework conditions and subject matter of the Agreement

- 1.1 Optibelt and/or its subsidiaries according to §§ 15 ff. AktG (hereinafter jointly referred to as “Optibelt”) produces primarily V-belts, timing belts and other drive belts as well as Belt drives, couplings, plain bearings and various drive elements (hereinafter: Optibelt products). The Licensee obtains one or more of these products and sells them on to his own customers.
- 1.2 The Optibelt GmbH provides, on behalf and in the name of its affiliates, many kinds of advertising material to market its or its affiliates products, especially logos, brochures, photos, graphics, videos, text and others (hereinafter referred to as “Content”). The Licensee intends using specific Content included under this Licence Agreement for the promotion of his own marketing of products in the Optibelt range (drive belts, pulleys and couplings) in various media such as Internet, documentation, social media, presentations, the press, etc.
- 1.3 Optibelt will make the agreed Content available to the Licensee in various data formats, electronically by e-mail or for download via www.optibelt.com, at its own discretion.

2. Intellectual property, rights of use

- 2.1 Optibelt retains exclusive proprietary rights to the Optibelt products and the Content, including copyright, brand names, patents and all rights to the know-how. The Licensee undertakes to honour the proprietary rights and to refrain from infringing these or to allow or in any way facilitate third party infringement.
- 2.2 Optibelt grants the Licensee the non-exclusive, non-transferable, non-sublicensable right, limited to the term of this Agreement, to use the Content for direct public advertising purposes via a Webpage operated by the Licensee. Copying and adaptations for purposes of technical integration of Content into the Webpage shall, subject to coordination with Optibelt and provided the Content as such remains unchanged, be permitted.

- 2.3 Use of the Content in the form of excerpts and use in the context of other photos, videos, logos, graphics, text, digital content or other material shall be permitted subject to express Optibelt consent in writing.
- 2.4 The Licensee shall not pass on the *Content* to third parties unless with prior written Optibelt consent or unless such Content is verifiably essential to the user's advertising activity.
- 2.5 Optibelt shall be free at any time to revoke these granted rights of use, without furnishing reasons. The Licensee shall then be obligated to cease using/utilising the Content. Optibelt shall, however, agree at its own discretion to allow the Licensee reasonable respite, provided reasonable to Optibelt. The Licensee shall not be entitled to such respite.

3. Obligations of the Licensee

- 3.1 The Licensee shall comply with Optibelt stipulations on the technical and creative utilisation of the Content.
- 3.2 The Licensee shall at all times allow Optibelt free access to his advertising material including the Content, for purposes of control of compliance. The Licensee shall on request submit samples, page proofs and the like to Optibelt. Optibelt reserves the right to approve or prohibit certain individual advertising material.

4. Third party rights

- 4.1 The Licensee is aware that parts of the Content were compiled and prepared by third parties commissioned by Optibelt. Optibelt guarantees that it is entitled to grant the rights of use as per Clause 2 and that no conflict exists with third party rights.
- 4.2 Optibelt shall, should third parties assert claims against the Licensee for violations of copyright or other rights based on public disclosure of Content under this Agreement, at own cost defend such rights in court or out-of-court, provided the Licensee notifies Optibelt of such claims without delay and in writing. The Licensee shall provide Optibelt with all information required for such defence.

4.3 Optibelt may at own discretion change or replace such Content to ensure that no third party rights will be violated or that the owner of the pertinent rights will grant the Licensee the required rights of further use. Both parties shall have a right to extraordinary termination of this Agreement in the event that the Content cannot be adapted or the requisite rights of use cannot be obtained. The Licensee shall have no rights to further claims.

5. Liability

5.1 Optibelt liability shall be limited to intent or gross negligence.

5.2 Optibelt liability shall, in cases of violation of cardinal contractual obligations due to negligence leading to material or financial loss and in cases of violation of other contractual obligations due to negligence, be limited to reasonable and predictable losses under the Agreement. Such liability based on negligence, irrespective of legal basis, shall be limited to EUR 5 000.00 in total.

5.3 The liability assumed by Optibelt for guarantees and for injury to life, limb or health and the provisions under the Product Liability Act remain unaffected. The parties agree that Optibelt took over no guarantees.

6. Term and termination of Agreement

6.1 This Agreement is concluded for an indefinite period. It may be terminated by both parties by ordinary notice of termination with a notice period of 14 days to end of month.

6.2 This Agreement may furthermore be immediately terminated for cause. Cause may be given if the circumstances of an individual case and consideration of mutual interests render expectations that the terminating party may continue the contractual relationship up to expiry of the notice period unreasonable.

6.3 Optibelt shall, in particular, also be entitled to extraordinary notice of termination in the following cases:

- Licensees ceding the Content to a third party without Optibelt consent;
- Licensees repeatedly violating their obligations under this Agreement, despite warnings or
- Optibelt discontinuation of the relevant advertising effort.

6.4 Notice of termination shall optionally be in writing or in text form (e-mail).

6.5 The rights of use granted Licensees shall lapse in the event of termination of this Agreement. Licensees shall then no longer be entitled to use/utilise the Content. Licensees shall without delay surrender to Optibelt or verifiably and reliably destroy all copies and other duplicates, including digital, of the Content in their possession.

7. Final provisions

7.1 Individual provisions under this Agreement being or becoming invalid or ineffective shall not affect the validity of the remaining provisions under this Agreement. Ineffective or invalid provisions shall be replaced by arrangements as closely as possible approaching the economic purpose of such ineffective or invalid provisions. The same shall apply should the parties to the Agreement later find gaps in the Agreement.

7.2 The general terms and conditions, especially the terms and conditions of purchase of the Licensee shall not apply.

7.3 The laws of the Federal Republic of Germany shall apply in exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

7.4 Hörter shall be the exclusive place of jurisdiction.

7.5 Any changes or supplements to this Agreement, including any agreements between the parties, shall be in writing to be effective. The same shall apply to waivers of this written form requirement. Unless otherwise stipulated by law, e-mails shall not be deemed a written form.