

Order for use | License video test seal



We

Sales tax ID number

PO number (if required)

Hereby order from
 WEKA MEDIA PUBLISHING GmbH
 Richard-Reitzner-Allee 2, D-85540 Haar near Munich

Product / in video issue

licensing of the test seal mentioned below in accordance with the [General Conditions of Contract as noted:](#)

Test category*

* Seal depicted is indicative



Medianutzung

PRINT	<input type="checkbox"/> € 1.900	<input type="checkbox"/> € 2.000	<input type="checkbox"/> € 2.400	<input type="checkbox"/> € 2.100	<input type="checkbox"/> € 2.100
ONLINE	<input type="checkbox"/> € 1.900	<input type="checkbox"/> € 2.000	<input type="checkbox"/> € 2.400	<input type="checkbox"/> € 2.300	<input type="checkbox"/> € 2.100
CINEMA / TV / RADIO	<input type="checkbox"/> € 5.000	<input type="checkbox"/> € 4.000	<input type="checkbox"/> € 7.000	<input type="checkbox"/> € 5.000	<input type="checkbox"/> € 4.200
video clip test result subtitle, correction 2x	<input type="checkbox"/> € 1.800	<input type="checkbox"/> € 2.000	<input type="checkbox"/> € 2.200	<input type="checkbox"/> € 2.200	<input type="checkbox"/> € 2.200
Video usage in conjunction with acquired logo- usage level**					
Overall package Incl. video clip and POS	<input type="checkbox"/> € 10.600	<input type="checkbox"/> € 10.000	<input type="checkbox"/> € 14.000	<input type="checkbox"/> € 11.600	<input type="checkbox"/> € 10.600

Licence fees valid from 01.04.2017.

All prices plus statutory VAT., non-discountable and no commission deductible.

The licensing contract is concluded through the confirmation of the order for use.

Place, Date

Signature

Please send the signed order for use to

Thomas Richter | Head of Sales video | phone +49 89 25556-1172 | fax +49 89 25556-196 | trichter@wekanet.de

Preamble

The Publisher is the owner of the word/figurative mark



entered under registration 30 2013 041 66 43 with the German Patent and Trademark Office and has been using this logo since the year 1979 with outstanding market penetration.

In the scope of the journalistic reporting the Publisher conducts technical comparative tests, which are evaluated in the scope of test results with the marks very good to insufficient.

The Publisher grants the Licensee the opportunity to utilise the video trademark in combination with the tests results for its product in an advertising function.

1. Licensing

The Publisher grants the Licensee the non-exclusive, non-transferrable and geographically-restricted right to use the trademark



for products tested and assessed by the Publisher within the German-speaking area (D, AT, CH), in the agreed media, for the duration of this agreement.

Prerequisite for this right of use is the separately-agreed form of presentation.

The Publisher shall make the logo available to the Licensee in a generally legible format.

The Licensee is not permitted to alter the proportions of the individual logo components to each other, the colour composition or the font, content or language of the text.

2. Sublicensing

All forms of sublicensing, where not excluded, are limited to the duration of this agreement.

In the case of unauthorised, express or implied sublicensing by the Licensee the Licensee shall pay compensation to the Publisher, including legal costs.

3. Other duties, liability and exemption

The Licensee is responsible for the fairness of the advertising. In particular, that the use of the trademark in the advertising does not give rise to incorrect notions or misguidance amongst consumers regarding the assessment of the products undertaken. The advertising with the test results may only be associated with products for which the test results apply. To this extent the Licensee exempts the Publisher from sundry claims resulting from this.

The Publisher assumes no guarantee that use of the licensed object is permissible within the scope of competition law.

The Licensee commits himself to exempt the Publisher, within the internal relationship, for sundry claims of third parties that these raise against it – on whatever legal grounds – due to use of the licensed object and/or advertising with test results. This also includes the cost of own, appropriate legal action.

4. Duration of use

The Publisher authorises the customer to use the licensed object without limitation, but expressly points out that advertising with seals that are more than one year old can lead to complaints regarding unfair competition.

The agreement may be terminated extraordinarily by the Publisher if, due to unforeseen circumstances facts subsequently become known that render the continued advertising of the product or the performance irresponsible on the grounds of consumer protection.

Moreover, the right to extraordinary termination exists for the breach of key contractual duties.

With the ending of the licensing agreement the right to continued use of the licenced object also ends. With regard to the products labelled with the licenced object, sales beyond this period remain permissible so long as the products were manufactured within the time period of the licensing agreement and are no longer in the physical power of disposition of the Licensee.

5. Remuneration

The agreed remuneration is plus the statutory rate of value-added tax and falls due for payment immediately after invoicing.

6. Final terms

Amendments and supplements require written form. Place of jurisdiction is Munich, with the local jurisdiction of Munich District Court I.