



# Order form

## 1. Client:

Name of the company/organisation:

Street:

ZIP code:

city:

Country:

Organisation form

Tax number:

Liable to VAT: *yes*

*no*

VAT-IdNr.:

Contact person:

Title:

First name:

Last name :

Function:

Phone Number:

E-Mail:

Website:

## 2. Contractor:

SMartDe eG

Mehringplatz 8

10969 Berlin

VAT-IdNr.: DE 302421357

SMartDe Member:

Name:

Membership Number:

## 3. Order:

Description of order:

Place of service:

Service period:

Total sum net:

€

VAT rate:

%

Total sum gross:

€

Mode of payment:

Billing date:

Payment due on:

## 4. Privacy

During the implementation of this contractual relationship, the Contractor processes Client's data. The Contractor shall carry out all processing activities with respect to Client's data in compliance with the German Data Protection Act (Bundesdatenschutzgesetz). The Client herewith consents to the Contractor's collection, processing, transfer, and use of the Client's data to the extent necessary for the implementation of the contractual relationship.

SMartDe eG  
Mehringplatz 8  
D-10969 Berlin

+49 (0) 30 2433 6740  
berlin@smart-de.org

www.smart-de.org  
www.smart.coop

Registergericht Berlin:  
GnR 791 B  
USt-IdNr.: DE302421357

Vorstand:  
Alicja Möltner, Magdalena Ziomek

GLS Gemeinschaftsbank eG  
IBAN: DE74 4306 0967 2050 0811 00  
BIC: GENODEM1GLS

Zuständiger  
Prüfungsverband: PdK Berlin  
e.V.

## 5. Copyright and transfer of rights

All rights on text, images, fonts, written material, sound and other creative work used during this contract remain with their holder. The copyright holder is solely entitled to freely exercise copyrights on his work. The Contractor agreed with the respective rights holder, that

- he has not made any dispositions conflicting with this contractual relationship
- he also shall retain rights to use on text and/or image templates,
- he timely obtained all third party's rights on text, images or other services which he has to provide as contractually agreed upon.

Insofar as during the implementation of this contractual relationship copyrighted rights of use, related protection rights/ ancillary copyrights, personality rights or other rights arose and are still arising, the Contractor grants the Client at the time of their origin for the purpose of project and/or work/service evaluation a non-exclusive licence to the extent necessary for the implementation of this contractual relationship respectively grants all ancillary copyrights. This shall include the use for advertising and marketing purposes consistent with industry standards. The Client is obliged to timely coordinate planned advertising and marketing activities on a case-by-case basis with the rights holder and to obtain his explicit written consent. Rights of collection societies particularly on text, images and musical pieces shall remain unaffected.

The Client shall respect any and all rights of collection societies. The Client shall not be entitled to use copyrights and related rights for a different purpose and shall not be entitled to transfer these rights to unauthorized third parties.

Internally between the rights holder and the Contractor it is agreed that the rights holder permits the non-exclusive licence to be used for advertising and marketing activities as well as for the implementation of contract to the extent necessary. This shall also apply to particular presentations for the purpose of promoting the rights holder's services which he is obliged to perform as contractually agreed upon.

## 6. Final provisions

If individual provisions of this Agreement are or become invalid, this will not affect the rest of the Agreement. Changes or amendments to this Agreement must be made in text form (e-mail shall be considered sufficient).

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### Confirmation of the order:

We are aware of the above order confirmation and the conditions with which we agree.

Place / date:

\_\_\_\_\_  
Signature client

Place / date:

\_\_\_\_\_  
Signature SMartDe eG

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