



Membership and Service Agreement PSI Professional

between PSI Promotional Product Service Institute, RX Deutschland GmbH,
Johannstr. 1, 40476 Düsseldorf, Deutschland – hereinafter referred to as **PSI** – and

Name of company, incl. legal form

Address

Place and postcode

Country

– hereinafter referred to as **Distributor**: The following Agreement is hereby concluded on **PSI Professional membership**. PSI undertakes to deliver the following services:

- Use of PSI Product Finder
- Use of PSI product reference
- Subscription to PSI Journal
- Subscription to PSI Supplier Finder
- Use of the available web platforms
- Entry in the Online PSI Distributor Finder
- Attendance to the PSI Show as a visitor on the base of an additional agreement whereas two non-transferable tickets to the PSI Show are included in this membership

Fees and contractual term

This Agreement shall enter into force upon being signed by PSI and the Distributor, jointly to be referred to as Parties. The annual membership fee shall be EUR 660,00 payable for the selected services by 30 June, i.e. the end of each membership year, and – where appropriate – also on a pro rata basis. The membership fee specified here is exclusive of VAT (payable in addition) and may be adjusted by PSI for the Membership and Service Agreement under the General Terms and Conditions.

This Agreement is concluded for an indefinite period of time and may be terminated by either Party giving three months' notice for the end of the relevant membership year, ending on 30 June of each year. This does not affect the right of termination without notice for cause. Termination shall be made in writing and with signature.

Data privacy statement

Details specified by yourself will be recorded and saved to the database of RX Deutschland GmbH. RX Deutschland GmbH will use your details, including company details, for the purpose of executing the Agreement. In doing so, it shall, in particular, disclose your data, including company details, to other PSI member companies. Your data, including company details, will be used for the purpose of notifying you of events organised by RX Deutschland GmbH, by phone, surface mail, email or fax. You are entitled to withdraw your consent to the promotional use of your details at any time. To do so, please contact datenschutz@rxglobal.com. You will incur no further costs when you do so, except the cost of data transmission at the basic rates.

Consent to the disclosure and sale of data to PSI members

You hereby agree to the disclosure and sale of your data by RX Deutschland GmbH, especially your email address, for the purpose of promotional use by other PSI member companies. You are entitled to withdraw your consent to such use of your data at any time. To do so, please contact datenschutz@rxglobal.com. You will incur no further costs when you do so, except the cost of data transmission at the basic rates.

Legally binding signature and company stamp

General Terms and Conditions

On all other points please note the applicability of the General Terms and Conditions of PSI for the Membership and Service Agreement whose validity and inclusion in the contractual relationship you expressly acknowledge by signing this Agreement. The General Terms and Conditions of PSI on the Membership and Service Agreement may be viewed at www.psi-network.de/agb and can be downloaded and printed; should this be requested, they will be sent to the Distributor by PSI free of charge.

PSI Code of Honour

By entering into this Agreement, the Distributor acknowledges the PSI Code of Honour (www.psi-network.de/ehrenkodex) as binding.

**PSI – Promotional Product Service Institute
RX Deutschland GmbH**

Distributor

Place and date

Place and date

Michael Köhler
Chief Sales Officer

PSI Sales

Legally binding signature and company stamp

Your company profile

Company name and legal form

Address

City and postcode

Country

General email

Website

Phone (+) -

Fax (+) -

VAT ID number

Founding date

Entry in commercial register

Place

Contact

	Salutation	First name	Surname	Email	Extension
Owner					
Managing director					
Marketing					
Sales					

Your company operates as a ...

Promotional product distributor	Importer	Advertising agency	Contractor in promotional labelling, imprints and enhancements	
Full service agency	Marketing consultancy business	Photocopying shop	Printshop	
Annual sales	< € 50,000	€ 50,000 - 100,000	€ 100,000 - 500,000	
	€ 500,000 - 1 Mio.	€ 10 - 50 Mio.	€ > 100 Mio.	
Number of employees	1 - 4	5 - 9	10 - 49	50 - 99
	100 - 499	500 - 999	> 1.000	Auszubildende

Admission to PSI membership is only open to those engaged in professional business activities on the promotional products market. To provide evidence of such work, would you please send us your business registration or your extract from the commercial register.

PSI Promotional Product Service Institute

RX Deutschland GmbH

Johannstr. 1, 40476 Düsseldorf

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www.psi-network.de

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USTIDNR.: DE119434226, Amtsgericht Düsseldorf, HRB 28688

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General Terms and Conditions governing the PSI Membership and Service Agreement

1. These General Terms and Conditions govern the legal relationship between the PSI Promotional Product Service Institute, RX Deutschland GmbH, Johannstr. 1, 40476 Düsseldorf, Germany – hereinafter referred to as PSI – and the PSI member – hereinafter referred to as Distributor – and supplements the provisions of the Membership and Service Agreement.
2. By becoming a PSI member, the Distributor pledges to cooperate with PSI Suppliers in a relationship based on trust and faithful adherence to any and all contractual obligations.
3. The Distributor hereby affirms that the primary commercial purpose of its corporate entity is the distribution of promotional products and other activities directly associated therewith. Further, the Distributor affirms that no shareholdings exist between its corporate entity and other entities, in particular those outside the sector and industrial enterprises. For the duration of the Membership and Service Agreement, the Distributor shall be obliged to inform the PSI immediately and in writing of any changes to the commercial purpose of its corporate entity and of any shareholdings violating the conditions stipulated in Item 3, clause 1 of these General Terms and Conditions. With regard to this stipulation, the PSI reserves the right to terminate the Membership and Service Agreement, if necessary without notice.
4. The Distributor shall be obliged to inform the PSI immediately and in writing of any changes affecting the company name, address, insolvency, dissolution of the company and the like.
5. For the duration of the membership, the PSI shall provide the services enumerated in the Agreement. The PSI shall have the right to amend, modify or reduce these services at any time. In this regard, the PSI shall grant the Distributor the right to terminate the Agreement with good cause, if necessary.
6. The Supplier Finder, which is received exclusively as part of the membership, is provided to the Distributor with the stipulation that the member may use any information contained therein only for its own commercial purposes. Any sale or transfer to third parties, whether remunerated or not, is prohibited. Each case of noncompliance shall give the PSI the right to claim a penalty in the amount of EUR 1,000.00 for breach of contract. The PSI's right to make additional claims, including claims for damages, shall remain unaffected, and the PSI shall retain the right to terminate the Agreement without notice.
7. The Distributor shall be obliged to hold any and all documents and information in strict confidence. Any and all transfers to third parties, reproduction and duplication are contractually prohibited.
8. To the extent that the PSI provides information regarding PSI Suppliers, such information shall be held in strict confidence. Such information is intended exclusively for the recipient. The transfer to third parties is prohibited. Any and all information available to the PSI is carefully compiled and furnished to members bound by Membership and Service Agreements. The PSI shall not be liable in any way for any consequences resulting therefrom, and the Distributor shall not have the right to make any claims for damages against the PSI. The Distributor shall be solely liable for any and all damages or harm, including the PSI's legal expenses, arising from the Distributor's sharing of the content of this information or its sources, even in part, with any entity receiving this information or any other persons. If the entity or person receiving such information is in a contractual relationship with the PSI, it shall be obliged to furnish the name of the informant to the PSI.
9. Furthermore, the Distributor shall also be liable for culpable or negligent conduct by its agents.
10. The PSI shall not be liable for inaccurate information furnished to the PSI for listings or for any errors. In particular, the Distributor shall not have the right to make any damage claims against the PSI in this respect. The Distributor shall be liable to the PSI for any and all direct and indirect damages arising from the use of documents or information in violation of the terms of the Agreement.
11. If the Distributor fails to meet its payment obligations in a timely manner despite having received a reminder, or if the Distributor uses documents for purposes in violation of the Agreement, the PSI shall have the right to terminate the Agreement without notice. Such action shall not affect the PSI's claim to receive compensation for the current year of the Agreement. Likewise, the PSI's right to make additional claims, in particular claims to damages, shall remain unaffected.
12. Invoices may only be paid by direct debit (within Germany only) or credit card.
13. The PSI shall have the right to change the annual membership fee enumerated in the Membership and Service Agreement by adhering to a notice period of 120 days. In this case, the Distributor shall have the right to terminate the Membership and Service Agreement for good cause effective at the end of the current year of the Agreement by adhering to a notice period of 90 days before the effective date of the fee increase. The termination notice must be submitted in writing.
14. The Distributor's General Terms and Conditions or other contractual stipulations shall not apply.
15. There are no verbal side agreements to the Membership and Service Agreement and/or these General Terms and Conditions. Modifications of or addendums to or the termination of the Membership and Service Agreement and/or these General Terms and Conditions must be made in writing to become effective. This includes modifications of, addendums to or the nullification of this written-form clause itself.
16. The Membership and Service Agreement and these General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts. The place of jurisdiction for disputes arising as a result of or in connection with the Membership and Service Agreement or its implementation and/or these General Terms and Conditions shall exclusively be Düsseldorf in the Federal Republic of Germany.
17. Should individual provisions contained in the Membership and Service Agreement and/or these General Terms and Conditions be or become invalid, the effectiveness of the remaining provisions will remain unaffected. In that case, the Parties agree that any invalid provision shall be replaced by such a valid provision whose effect comes closest to the commercial purpose of the invalid provision.