### **ZEISS Branding Guidelines**

for Eye Care Professionals and Business Partners

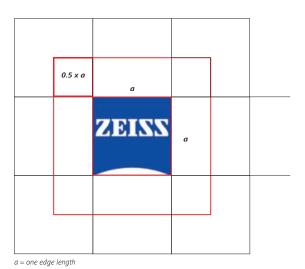


#### 6.1 The ZEISS brand

6.1.1 The term ZEISS brand comprises the word ZEISS in all sizes and fonts, alone or in combination with other graphics or elements, including the following "ZEISS logo":



- 6.1.2 The ZEISS logo shall only be used according to the following specifications. Any deviations in shape or color shall not be permissible.
- 6.1.3 Specifications:
  - a) The ZEISS logo is always surrounded by a white space.
  - b) The logo must be at least large enough for the ZEISS lettering to be clearly visible. The minimum heights for the ZEISS logo are: print 8.4 mm, screen 45 px.
  - c) The brand color may only be used for the ZEISS logo and, under no circumstances, for any other design element.
  - d) The ZEISS brand color blue has been defined as: CMYK =  $100 \mid 80 \mid 0 \mid 0$ , Pantone = Reflex blue C, RGB =  $020 \mid 030 \mid 140$ , HEX = #141E8C.
  - e) The ZEISS lettering in the logo must appear in white: CMYK = 0 | 0 | 0 | 0, RGB = 255 | 255 | 255, HEX = #ffff.
  - f) To ensure the sovereignty of the brand, the minimum white space between the logo and other layout elements shall be half the length of the logo side (0.5x).



- 6.1.4 The ZEISS brand name must always be written in capital letters.
- 6.1.5 The ZEISS brand must only be used in conjunction with ZEISS products.
- 6.1.6 The ZEISS brand shall only ever be used in combination with ZEISS products in the form "ZEISS [product name]" or in case the product name is registered and mentioned first, in the form "[product name]® by ZEISS".
- 6.1.7 The ZEISS brand or a confusingly similar designation must never be used as part of top-level, second-level or third level domain.

#### **6.2 Advertising materials**

- 6.2.1 Only the marketing material (ads, posters, images, digital media, indoor and outdoor equipment, etc.) provided by ZEISS may be used for the advertising of ZEISS products.
- 6.2.2 In all other cases, express permission must be obtained from a ZEISS representative.
- 6.2.3 All advertising materials, indoor and outdoor equipment, demonstration tools, marketing and communication concepts, etc. provided by ZEISS shall exclusively be used in combination with the ZEISS brand and ZEISS products and for their intended purpose.
- 6.2.4 Images, videos, animations and other content provided by ZEISS within the scope of marketing concepts are copyrighted. They shall only be released for the intended field of application and must not be changed.
- 6.2.5 In the event of any copyright violations, potential costs (e.g. license fees and fines) must be borne by the person responsible.

- 6.2.6 Any subsequent modifications by the recipient/user shall not be permissible unless approved by ZEISS. In the event of unapproved modifications, any claims for damages/warranty claims/liability claims shall be forfeited.
- 6.2.7 All materials should be handled with care and regularly replaced by the versions provided by ZEISS in order to ensure that the material is up-to-date and in good condition.

#### 6.3 Use of the ZEISS brand at the PoS (Point of Sale)

- 6.3.1 The stipulations of Article 1 shall apply to the use of the logo at the PoS (both inside the business and sales areas and outdoors on store facades).
- 6.3.2 Use of the ZEISS brand for this purpose shall be subject to approval from ZEISS.
- 6.3.3 Use of the ZEISS brand in outdoor advertising shall be defined and approved by ZEISS. For the use of illuminated advertising and similar brand advertising tools, ZEISS shall provide appropriate proposals for material as well as finished solutions.
- 6.3.4 Use of the ZEISS brand in conjunction with the customer's own company logo and any titles/store names/ specifications shall be subject to the ZEISS definitions and approvals.

#### 6.4 General notes on copyright and intellectual property

- 6.4.1 All contents of the design, marketing concepts and advertising material shall be the intellectual of ZEISS.
- 6.4.2 ZEISS shall be entitled to modify its offerings, products and materials whenever it deems this necessary.

#### 6.5 Use of the ZEISS brand in advertising

- 6.5.1 All ZEISS products must be referred to by their proper and correct name in all communications.
- 6.5.2 The contracting partner undertakes to comply with the statutory provisions when advertising with the ZEISS brand.
  - a) The contracting partner shall in particular comply with the relevant provisions of the Act against Unfair Competition ("UWG"). They shall observe the prohibition of misleading advertising (§ 5 UWG).
  - b) In addition, the contracting partner shall advertise its prices in accordance with the Price Indication Ordinance ("PAngV") and comply with the requirements of price clarity and price transparency (§ 1 (7) PAngV).
- 6.5.3 The entire advertising concept in connection with the sale of ZEISS products must preserve the reputation and market position of the ZEISS brand and the ZEISS products identified with it.
  - ZEISS Vision Care is one of the leading international manufacturers of spectacle lenses. The ZEISS brand stands for utmost precision, premium quality and optimum visual comfort. Safeguarding the reputation and prestige of the ZEISS brand among consumers is absolutely imperative for the continued success of ZEISS products and the contracting partner.

6.5.4 Advertising which exploits or detracts from the reputation or the distinctive character of the ZEISS brand in an improper manner and without due cause is prohibited.

#### 6.5.5 Particularly prohibited is:

- a) Advertising with the ZEISS brand, which evokes the impression of non-existent cooperation between the contracting party and Zeiss. Such an impression can be created in particular if the ZEISS brand is displayed next to the company, the company slogan or one or more brands of the contracting partner highlighted at the top or bottom of the advertisement.
- b) Advertisements with the ZEISS brand with reference to events (such as Olympic Games or football championships) which convey the incorrect impression that a relationship exists between the organizer and ZEISS.
- c) Advertisements containing the ZEISS brand containing spelling or typing errors.
- d) Advertisements containing the ZEISS brand with qualitatively unprofessional images. Qualitatively unprofessional imaging can be understood to mean blurred, fuzzy or poorly illuminated photographs.
- e) Advertisements containing the ZEISS brand for price reductions where such advertising is misleading, in particular if
  - the (purported) previous price has not been charged or has not been genuinely charged.
  - the price is systematically increased and reduced in order to simulate a price reduction (so-called price shifting).
  - the previous price was charged only for an inadequately short period of time.
  - the (purported) previous price was not charged shortly before the announcement of the price reduction.
  - the price reduction advertisement is so vaque or ambiguously worded that it is likely to mislead the consumer.
  - the advertisement is misleading with respect to the amount, conditions or other relevant circumstances of the price reduction.
  - is misleading with respect to the goods or services offered at a reduced price.
- f) Advertisements containing the ZEISS brand with reference to recommended retail prices, if such advertisements are misleading. In particular if
  - it is not made clear that it is a recommended retail price.
  - the (purported) recommended retail price is no longer valid at the time of the advertisement.
  - the recommended retail price does not apply to the advertised product.
  - the reference to the recommended price is unclear or imprecise and therefore liable to be misleading.

- g) Advertisements containing the ZEISS brand in an individual advertisement in which goods or services not belonging to an optician's business are also offered or advertised.
- h) Advertisements containing the ZEISS brand using discriminating, insulting, defamatory, erotic, sexual, sexist, racist, inhuman, violence-glorifying or anticonstitutional images, motifs or statements.
- i) Advertising with the ZEISS brand in connection with political statements.
- j) Advertising with emphasized use of both the ZEISS brand and strike-through prices and/or discount details (percentage or absolute savings). Emphasis is deemed to exist if the ZEISS brand and strike-through prices and/or discount details stand out from the rest of the advertisement in terms of space, color, size or graphic design and consequently take prominence.
- k) Advertisements containing the ZEISS brand using discount graphics, such as the illustration of disproportionately large, eye-catching information or prices (such as titles/headings used by BILD magazine), the depiction of sales slips, banknotes and vouchers/coupons which do not have to be submitted in order to obtain the discount.
- l) Advertisements containing the ZEISS brand, showing sales slips, banknotes and vouchers/coupons that do not have to be presented in order to obtain the discount.
- m) Advertisements containing the ZEISS brand using the words "bargain", "bargain offer", "bargain price", "lowest price", "low price", "super price", "insane price", "sensational price" also in combination with words indicating the duration of the offer, such as "permanent low price". The words- "special price", "offer price" and "bargain price" in particular are permissible for discount campaigns.