

General Terms and Conditions (GTC) for Influencer Marketing Clients

§ 1 General

Glowstaff GmbH, managing director Gloria Haagmans, Im Mediapark 5, 50670 Cologne (hereafter "agency" or "Glowstaff") mediates contractors who are requested by the Client for collaborations and other projects. The contracts concluded between the agency Glowstaff GmbH and the Client, are liable to these general terms and conditions.

This also applies to future business relationships between the Client and Glowstaff, even if this is not expressly agreed upon again by the contracting parties. However, the agency is authorized to change its general terms and conditions at any time and conclude new contracts only under the application of the new terms.

The current version of the valid General Terms and Conditions can be viewed at any time at <https://glowstaff.de/en/influencer-terms/>

§ 2 Contract closing

An order confirmation is concluded between the agency and the Client, detailing the specific terms of the assignment. Only performance figures and prices that are given in textual form (E-Mail, Fax or Letter) from Glowstaff do apply. The Client can accept the order confirmation by signature and submission of the signed documents in written form (E-Mail, Fax or Letter).

The countersignature of offers is understood as a declaration by the management of the contracting party. The Client is responsible for the legal appearances created. This also applies if the countersignature is made without a stamp imprint, provided that the declaration is fundamentally attributable to the Client's sphere. The Client is not allowed to mediate direct orders to contractors that were booked before via Glowstaff or to send the contractor's contact data to third parties. Those contractors can only be booked via the agency.

For the duration of the campaign and for a period of 6 months after completion of the campaign, the Client undertakes not to approach and engage independently and bypassing the agency an influencer involved by the agency for the provision of services within the framework of the campaign and to enter into an independent cooperation with him.

The Client is obliged to pay a contractual penalty three times the usual fee to Glowstaff in case of contravention. The potential Client is also not allowed to mediate direct orders with contractors selected by Glowstaff or pass on their contact details to third parties, even if no order is placed. Provided that the potential Client has signed the "Confidentiality and Data Protection Agreement for the Mediation of Influencers" prior to receiving Glowstaff suggestions, the potential Client is obliged to pay a contractual penalty of 5,000.00 € (Euro) to Glowstaff for any violation thereof.

§ 3 Duties and obligations

The agency mediates contractors for the performance of personal services on behalf of the Client. In particular, the contractors can be, depending on the Clients wish, models, promoters, fair hostesses, grid girls, moderators, influencers or similar. Specifically, this includes:

- (a) Communicating and negotiating with third parties and influencers;
- (b) Preparation of briefings and contracts to coordinate the use of third parties and/or influencers;
- (c) The conduct of contractual negotiations with third parties and influencers including agreement of their remuneration, the corresponding independent and autonomous conclusion of contracts with third parties and influencers in their own name in compliance with the specifications of the Client as well as the processing of the contracts with third parties and influencers;
- (d) Monitoring the contributions of third parties and Influencers within the framework of the Campaign. Glowstaff is expressly not responsible for legal conformity with regard to the correct identification of the advertising presentation by the third parties and Influencers. Glowstaff will, however, point out to third parties and Influencers that they must identify their contributions in a legally compliant manner;
- (e) The preparation of interim and final reports on the progress and results of the Campaign based on KPIs agreed upon between the Agency and the Client.

Further details of Glowstaff's service content may also result from briefings agreed in detail between the agency and the Client.

§ 4 Salary

The agency fee results from the offer or the order confirmation. Subject of the calculation are the fee of the commissioned Influencer(s), the costs for the transfer of rights of use according to §9 ("BuyOut"), as well as travel expenses incurred. Glowstaff shall receive remuneration for the provision of the services described in the offer and in the GTC, at the amount specified in the offer. The total amount shall include the statutory value-added tax of currently 19% applicable at the time of the order.

The agency Glowstaff is entitled to demand advance payment in the amount of 50% up to 100% of the invoice amount stated in the order confirmation or the offer. This advance payment is payable within 10 days of the invoice date. The remaining amount is due at the time of performance and is also payable within 10 days from the date of invoice.

In the event that a requested deposit / advance payment is not paid on time, Glowstaff is entitled to terminate the contract immediately. In this case, the Client shall not be entitled to any compensation. Glowstaff shall retain the right to the deposit for the expenses incurred and the booking of the contractor, unless the Client proves that Glowstaff has not incurred any corresponding expenses and / or damages.

§ 5 Offset, Right of Retention

The customer is only entitled to set-off rights if their counterclaims have been legally established, are undisputed, or have been acknowledged by the Agency, or if they are disputed but ripe for decision in a court proceeding. In the absence of a down payment, the right of retention entitles to Glowstaff, regardless of the termination right (§4).

§ 6 Project failure / cancellation of an assignment

In the event of a project cancellation for which the Client is responsible, the Client shall remain obligated to pay the contractually agreed remuneration. The same applies to the cancellation of a project without fault on the part of Glowstaff or the contractor itself (e.g. cancellation or shortening of an event), unless the cancellation was due to force majeure. If a Contractor is absent due to illness or force majeure, the obligation of Glowstaff to provide the contractually agreed service shall lapse, insofar as it is not possible for Glowstaff to procure an equivalent replacement at short notice despite appropriate efforts. Glowstaff shall notify the Client of the cancellation without delay. In the event of cancellation of the order by the Client up to 2 weeks prior to the start of the project, a cancellation fee of 80% of the previously agreed total amount will be charged. In case of cancellation of the order by the Client less than 2 weeks before the start of the project, cancellation fees in the amount of 100 % of the previously agreed total hours will be charged. The assertion of a higher, actually incurred damage remains explicitly reserved.

§ 7 Rejection of a Contractor

In the event that a Contractor is rejected, the Client is obligated to inform Glowstaff immediately in text form (e-mail) of the relevant reasons for this. If the reasons in this case are reasons that would justify immediate termination of an employee (e.g. refusal to work, insulting the Client, business-damaging statements about the Client, fraud, theft and embezzlement at the expense of the Client, suspicion of a criminal offense, unauthorized taking of vacation, threatened sick leave, sexual harassment of colleagues, work time fraud), the Client has the option to withdraw from the contract with immediate effect. In this case, only the working time worked up to that point is to be paid.

If the Client fails to provide this justification or if the reasons provided are not sufficient for immediate termination, the contractor's rejection - regardless of the reason - shall be deemed to be a cancellation of the assignment in accordance with "§ 7. Cancellation of an assignment" and shall be charged with 80% of the total amount of the assignment.

Upon rejection, the Client has the option (but not the obligation) to book another Contractor with Glowstaff as a substitute. However, Glowstaff is only obligated to arrange for an equivalent contractor if the contractor initially arranged was not properly selected. If the Client fails to reject the contractor, subsequent (damage) compensation claims are excluded. This shall not apply to claims for which Glowstaff has unlimited liability due to injury to life, body and health or due to gross negligence.

§ 8 Use of Trademarks

Glowstaff is entitled to use protected and unprotected trademarks, logos, names, designs or other business identifiers of the Client, in any form, for its own marketing purposes during the business relationship and beyond, without the obligation to pay separate remuneration to the Client.

§ 9 Rights of use to photo and video recordings of the influencer

The parties shall enter into an explicit and separate agreement on the so-called "buy-out" and its scope for the agreement of rights of use to photo recordings of the influencer. Rights of use are only granted after payment of the required remuneration. A usage period begins with the actual use of the recordings, but no later than 2 months after the creation of the recordings. The Client shall provide Glowstaff free of charge with a selection of the recordings made by him in digital form, which Glowstaff may use free of charge in any medium for its own advertising purposes and the influencer may use free of charge for the MediaKit. Glowstaff may only use the recordings after the Client has started to use them.

Any use beyond this in terms of content or time requires the express consent of Glowstaff and, if applicable, separate remuneration in accordance with our buyout conditions.

Rights of use to photographs shall only be transferred if the agency's invoice is paid in full and on time. Otherwise, the Client is not entitled to use the contractor's photographs. If the Client nevertheless uses the photographs without full payment, the Client shall be obliged to pay Glowstaff a contractual penalty amounting to 100% of the agreed fee.

For the avoidance of doubt, the Client is responsible for obtaining the photographer's photographic copyright.

Should the Client himself act as an intermediary between the agency and another end customer, the rights of use agreed in the order confirmation shall be granted exclusively to the end customer under the conditions set out in §9. In this case, the Client shall not be granted any rights of use. Should the Client nevertheless use the recordings, the Client is obliged to pay Glowstaff a contractual penalty amounting to 100% of the agreed fee.

§ 10 Liability and other obligations of the Client

The Client undertakes to provide Glowstaff with all documents and information necessary for the provision of the contractually agreed services in a timely, accurate and complete manner. In all other respects, the legal regulations shall apply regarding the liability of the Client, including towards the contractors.

§ 11 Liability

Glowstaff excludes liability for slightly negligent breaches of duty, provided that such breaches do not relate to damages resulting from injury to life, body or health or guarantees or do not affect claims under the Product Liability Act. Furthermore, the liability for the breach of obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Client may regularly rely, shall remain unaffected. The same applies to breaches of duty by the contractors. If the liability of Glowstaff can be limited or excluded in accordance with these General Terms and Conditions, this shall also apply to its vicarious agents.

§ 12 Duty of notification of defects

The Client is obliged to report a complaint promptly, but no later than within 4 working days after the provision of services, in written form to Glowstaff. Otherwise, the service shall be deemed as approved.

§ 13 Final Provisions

This agreement shall be governed by German law. If individual points or provisions of this agreement be invalid, the remaining points shall remain unaffected. In place of any invalid provision, the statutory provision shall apply. Amendments to this agreement must be made in text form (e-mail) and may only be agreed to by the respective management on the part of the parties.

The place of jurisdiction for all claims arising from the contract is Cologne.