

## General Terms and Conditions (as of 29 October 2025)

### 1. General Provisions

These General Terms and Conditions (“GTC”) govern all contractual relationships between Glowstaff GmbH, Im Mediapark 5, 50670 Cologne (hereinafter “Glowstaff” or “Contractor”) and its commercial clients (hereinafter “Client”). They apply to all contracts concluded by Glowstaff with Clients and form part of all confirmed offers. The validity of these GTC also extends to future contractual relationships without the need for renewed reference. The term “Personnel” refers collectively to all individuals introduced, supplied, placed, or otherwise coordinated by Glowstaff—regardless of whether the assignment is carried out within the framework of employee leasing under the German Temporary Employment Act (AÜG) or involves independent or freelance service providers, including but not limited to freelancers, models, artists, and comparable professions. Where statutory provisions apply exclusively to assignments governed by the AÜG, this will be expressly stated in these GTC without affecting the overarching term “Personnel.” Individual agreements between the parties—including offers, order confirmations, or framework agreements—take precedence over these GTC to the extent that they deviate from them. Glowstaff reserves the right to amend these GTC with effect for the future; the version valid at the time of contract conclusion shall apply. Any differing or conflicting terms and conditions of the Client shall not apply, even if Glowstaff does not expressly object to them or if the Client declares that it will contract only on its own terms.

### 2. Conclusion of Contract

The presentation of services on Glowstaff’s website or in other media does not constitute a legally binding offer but serves solely for non-binding informational purposes. A contract is concluded only once Glowstaff sends the Client a specific offer in text form (in particular by email) detailing the service, assignment period, location, and price, and the Client confirms this offer in text form. By accepting the offer, the Client places a binding order with Glowstaff for the provision of Personnel—whether through employee leasing, personnel placement, or other personnel supply within the meaning of these GTC. If, during acceptance, the Client expresses additional requests or modifications, these become part of the contract only if Glowstaff confirms them. Upon acceptance, the Client acknowledges that organizational handling, coordination, and—where applicable—statutory obligations relating to employee leasing shall be carried out in accordance with these GTC.

### 3. Duties of Care / Client’s Obligations / Occupational Safety Measures

At the place of assignment and employment, the Client must comply with all applicable statutory, governmental, and occupational safety regulations, as well as the requirements of the employers’ liability insurance associations, and must establish all necessary organizational conditions. This includes providing safe working equipment, ensuring proper

working conditions, and informing the Personnel about any potential hazards and safety measures at the place of assignment. For assignments conducted as employee leasing under the German Temporary Employment Act (AÜG), the Client is subject to a duty of care pursuant to § 618 of the German Civil Code (BGB) in conjunction with § 11 (6) AÜG. Before the Personnel begin their activities, the Client must identify all hazards associated with the specific job pursuant to § 5 of the German Occupational Safety Act (ArbSchG), determine the necessary protective measures, and implement them before work commences. The Client must instruct the Personnel adequately and appropriately before they start work in accordance with § 12 ArbSchG. The instruction must be properly documented and, upon request, provided to Glowstaff in copy. If official permits or notifications are required for the activity, the Client shall obtain these in due time, retain the relevant evidence, and submit it to Glowstaff upon request. The Client shall ensure compliance with the provisions of the German Working Time Act (ArbZG), including maximum daily and weekly working hours, rest breaks, and rest periods. Any assignment exceeding ten working hours per day must be coordinated in advance with Glowstaff. Workplace accidents must be reported to Glowstaff immediately. The Client must provide all information required under § 193 (1) SGB VII to enable Glowstaff to notify the competent accident insurance institution. Even for assignments involving independent or freelance service providers, the Client remains responsible for ensuring compliance with all safety, health, and accident-prevention regulations, informing Personnel about potential hazards, and taking all reasonable measures to protect their life and health. The Client indemnifies Glowstaff against all claims brought by Personnel or third parties arising from a breach of these obligations, regardless of the legal classification of the relationship or the existence of any right to issue instructions.

#### **4. Catering for Personnel at the Place of Assignment or Event**

The Client shall provide all Personnel, free of charge, with an appropriate amount of food and non-alcoholic beverages for the entire duration of the assignment at the event or work location. The catering must meet the usual operational standard and be provided under hygienically sound conditions to ensure that the Personnel can perform their duties without any health impairment. If no free catering is provided, Glowstaff is entitled to charge the Client a flat-rate catering and expense allowance of €15.00 per person per day of assignment. If the actual costs exceed this flat rate, Glowstaff reserves the right to claim additional compensation. This provision applies to all types of assignments, regardless of their nature, duration, or location—particularly to events, promotion and trade fair assignments, catering services, and other customer-facing or production-related activities. The obligation applies irrespective of whether the Personnel are leased, placed, or acting as self-employed individuals.

#### **5. Rejection / Replacement**

The Client is not entitled to reject Personnel without an objective reason. If the Client is dissatisfied with the performance, they must promptly inform Glowstaff in text form,

specifying concrete and comprehensible reasons. Glowstaff will review the complaint, forward it to the affected Personnel, and take the necessary steps to clarify and adjust performance. The affected Personnel must be given the opportunity to implement the feedback; this correction phase serves to ensure proper continuation of the assignment. Afterward, the Client and Glowstaff may jointly decide on further measures, including the replacement of Personnel or termination of the assignment. Glowstaff has the right, in the case of a justified complaint or for organizational reasons, to provide equivalent replacement Personnel and to exchange previously assigned staff in whole or in part. The Client will be informed of this immediately. If the Client refuses both the originally assigned Personnel and an offered equivalent replacement, the assignment is deemed fully canceled and will be invoiced in accordance with the cancellation rules (Section 7) of these GTC. Formal complaints, demands for compensation, price reductions, non-payment, or requests for termination must be made exclusively to Glowstaff and in text form. Any statements made directly to the Personnel have no legal effect toward Glowstaff.

## **6. Impediments to Performance / Withdrawal**

Glowstaff shall be released from its contractual obligations, in whole or in part, to the extent that extraordinary circumstances beyond its control make performance impossible or unreasonably difficult. Such circumstances include, in particular, labor disputes (regardless of whether they occur at the Client's premises, Glowstaff's premises, or at third parties), acts of government, natural disasters, serious disruptions to public infrastructure, or other events of force majeure. If any assigned Personnel fail to commence work or start late contrary to the agreement, the Client must notify Glowstaff immediately, so that Glowstaff can make every reasonable effort to arrange for a replacement at short notice. If a replacement is not possible, Glowstaff's performance obligation shall lapse. If the Client fails to make such immediate notification, it forfeits any claims or rights in connection with the non-performance or delayed commencement of the assignment.

## **7. Cancellation of an Assignment**

The Client may cancel an assignment before the start of the deployment or event in accordance with the following provisions. In the event of cancellation before the beginning of the assignment, Glowstaff shall charge the Client the following percentages of the net order value as cancellation fees: From the day of booking up to 14 days before the start of the assignment: 50 % Between 14 and 7 days before the start: 80 % From the 7th day before the start of the assignment: 100 % Cancellation after the start of the assignment is excluded. For open-air events taking place wholly or partly outdoors, the Client bears the weather risk. In such cases, the Client may not argue that the Personnel did not offer their services due to weather conditions to avoid payment of cancellation fees. As defined in Section 2 (Conclusion of Contract), the order becomes binding upon the Client's confirmation of Glowstaff's offer.

## 8. Billing

All billing rates, fees, and flat charges stated by Glowstaff are net amounts plus the applicable statutory VAT. Invoices issued by Glowstaff become due immediately upon receipt and without any deduction. The Client shall be in default of payment if the invoiced amount is not credited to Glowstaff's business account within seven calendar days, and at the latest upon expiry of the seventh calendar day after receipt of the invoice; a prior reminder is not required pursuant to § 286 (2) BGB. Default interest shall accrue in accordance with § 288 BGB, without prejudice to further claims for damages. For the administrative costs associated with payment default, Glowstaff is entitled to charge a flat fee of € 40 per reminder in accordance with § 288 (5) BGB.

For assignments carried out as employee leasing, the assignment period defined in the respective lease agreement constitutes the contractually agreed minimum period of engagement and forms the binding basis for billing. The Client undertakes to pay the full agreed working time, even if the Personnel are used for a shorter duration due to the Client's internal decisions. Working hours exceeding the Client's standard daily or weekly working time shall be billed with surcharges as follows: Overtime surcharge (hours exceeding agreed assignment time): 25 % Night work surcharge (10:00 p.m.–6:00 a.m.): 25 % Public holiday surcharge (if not a regular working day): 100 % – also applicable on Christmas Eve and New Year's Eve from 2:00 p.m. If timesheets required for billing are missing due to reasons attributable to the Client, Glowstaff is entitled, in case of dispute, to invoice a daily working time up to the statutory maximum under § 3 ArbZG. The Client, however, retains the right to prove shorter actual working hours.

For assignments involving independent or freelance service providers, the agreed remuneration, flat fee, or separately agreed buy-out remains payable in full, regardless of the actual duration of the assignment, if shortening, postponement, or cancellation originates from the Client. The payment obligation lapses only if the non-performance was caused by Glowstaff or the independent contractor through their own fault. Otherwise, the agreed remuneration remains due even if the Client partially or wholly refrains from utilizing the agreed services or subsequently reduces the working time. Any set-off or reduction due to unused services is excluded unless the counterclaim is undisputed or legally established.

## 9. Exclusion of Set-off, Right of Retention and Assignment

The Client shall be entitled to set off or assert a right of retention against Glowstaff's claims only if the counterclaim is undisputed or has been finally adjudicated by a court. The assignment of any claims against Glowstaff to third parties requires Glowstaff's prior written consent. This provision applies irrespective of whether the underlying order constitutes employee leasing or the engagement of independent service providers.

## 10. Warranty / Liability

Where Personnel perform their activities on the Client's premises under the Client's direction, supervision, or organizational integration, Glowstaff shall not be liable for damages arising out of or in connection with such activities. The Client shall indemnify Glowstaff against any claims by third parties made in connection with the performance of the tasks assigned to the Personnel. Glowstaff shall notify the Client of any such claim without undue delay, at least in text form. Otherwise, Glowstaff shall be liable – regardless of the legal basis – only in cases of intent or gross negligence. This limitation of liability shall not apply to damages resulting from injury to life, body, or health; in such cases, statutory liability remains unaffected. In the case of gross negligence by ordinary vicarious agents, Glowstaff's liability is limited to the foreseeable, typical damage. Specifically, for assignments conducted under the German Temporary Employment Act (AÜG), the Client shall indemnify Glowstaff against all claims, obligations, and disadvantages arising from incomplete, incorrect, delayed, or missing information provided by the Client. This particularly includes: the accurate determination and notification of the relevant comparable pay (Equal Pay), correct recording of assignment duration, including any interruptions pursuant to § 8 (4) AÜG, compliance with the provisions of the Working Time Act (ArbZG), and assignments outside the agreed job description or outside the agreed workplace. The Client shall also reimburse Glowstaff for necessary legal costs incurred in this context. For assignments involving independent or freelance service providers, Glowstaff acts solely as an intermediary or coordinator. Such service providers perform their services independently, in their own name and at their own expense. Glowstaff assumes no liability for any breaches of duty, omissions, delays, or damages arising from or in connection with the service provider's activities. No warranty is given for the quality, reliability, or success of the services provided. The Client is responsible for ensuring, before and during the assignment, that the engaged service providers are professionally qualified and reliable. The Client shall indemnify Glowstaff against any claims by third parties arising from the actions, behavior, or performance of the service providers, unless Glowstaff acted with intent or gross negligence. Any risks arising from a subsequent reclassification of the employment status—particularly concerning potential false self-employment or incorrect social-security classification—shall be borne exclusively by the Client, unless such misclassification results from Glowstaff's intentional or grossly negligent conduct.

## **11. Non-Solicitation and Circumvention Clause**

The Client undertakes not to employ, engage, commission, or otherwise collaborate directly or indirectly with any Personnel introduced, supplied, or placed by Glowstaff before, during, or within 24 months after the last assignment concluded with Glowstaff. This prohibition applies to all Personnel presented, supplied, or deployed by Glowstaff to the Client in connection with any past, current, or planned project. It is irrelevant whether the engagement is made directly by the Client, by an affiliated company, or by a third party. The affected Personnel may only be booked, commissioned, or employed via Glowstaff. This non-solicitation and anti-circumvention clause applies to all forms of cooperation, regardless of

industry, location, type of work, or form of employment. This includes, but is not limited to: model assignments, hostess, promotion, event, or service jobs; reception or translation work; moderation or interpreting assignments; office and administrative services; marketing or sales activities; influencer collaborations; photo or video shoots; artistic or acting services; and any other direct or indirect cooperation as an employee, freelancer, subcontractor, contractor, or self-employed service provider. The Client further undertakes not to disclose or share any contact details, personal information, or other transmitted data of Personnel introduced or deployed by Glowstaff to third parties if such disclosure could enable or facilitate direct or indirect engagement outside of Glowstaff. For each intentional breach of this non-solicitation or anti-circumvention clause, the Client agrees to pay a contractual penalty of €4,000 per violation. Where multiple individuals are involved, each case constitutes a separate violation, regardless of whether the acts occur simultaneously or at different times. Glowstaff reserves the right to claim additional damages exceeding the contractual penalty if a higher loss can be substantiated.

## **12. Rights of Use for Photo, Video, and Audio Recordings**

The Client is not permitted, without the prior express consent of Glowstaff, to create, reproduce, distribute, or make publicly available any photo, video, or audio recordings of the Personnel, insofar as such use exceeds purely internal or documentary purposes related to the respective assignment. Any commercial, promotional, or public use—including publication in print, online, social media, television, or other advertising channels—requires the prior acquisition of corresponding usage rights from Glowstaff by means of a separately remunerated buyout. The amount of the buyout depends on the type, scope, medium, reach, territory, duration, and purpose of the intended use and must be agreed upon individually. Without such an agreement, no right of use shall exist. Irrespective of this, the Client is responsible for obtaining all additional copyright and related rights permissions, particularly from photographers or producers. Any content-related, territorial, or temporal use beyond the agreed scope requires Glowstaff's prior written consent and may result in additional remuneration. In cases of unauthorized use, Glowstaff reserves the right to claim damages based on the principles of license analogy.

## **13. Contract Term / Termination**

Unless otherwise agreed, employee leasing contracts that are not fixed-term shall run for an indefinite period. The respective framework agreement may be terminated by either party with three months' notice to the end of a calendar month, unless otherwise specified in the individual case. Termination must be addressed exclusively to Glowstaff; notices given to Personnel are invalid. The right to extraordinary termination for good cause remains unaffected. Contracts with independent or freelance Personnel are generally concluded for the specific agreed duration and automatically end upon completion of the project, without the need for termination. If a continuous or recurring engagement is agreed, either party may terminate it with four weeks' notice to the end of a calendar month; termination during an

already confirmed assignment period is excluded. Text form is sufficient for termination unless written form has been expressly agreed in the individual case.

## **14. Confidentiality and Data Protection**

Both parties shall treat all information, documents, and data made accessible in connection with their cooperation as strictly confidential. This applies in particular to personal data of Personnel, internal business processes, financial circumstances, calculations, client data, contract details, remuneration, billing rates, and individual terms. All such information shall, unless publicly known, be considered trade secrets within the meaning of the German Trade Secrets Protection Act (GeschGehG). Disclosure to third parties is permitted only if required by law, by official or court order, or with the prior written consent of the other party. Both parties shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Personal data of Personnel shall be processed solely for the purposes of contract execution, assignment planning, and billing; disclosure shall occur only where necessary for performance of the contract or where a legal basis exists. The Client shall fulfill all statutory information obligations toward the affected individuals as required by law. Both parties shall implement appropriate technical and organizational measures to protect the received information from unauthorized access, applying at least the same level of protection as for their own confidential information. Upon termination of cooperation, confidential information and personal data shall be deleted without undue delay or, where statutory retention obligations exist, securely destroyed after their expiry. Data carriers received from Glowstaff must be returned or properly destroyed upon request. The obligations of this section shall remain in force after termination of the contractual relationship.

## **15. Final Provisions / Severability Clause**

Amendments and additions to the contract and these General Terms and Conditions must be made in writing or in text form to be valid; this also applies to any modification of this form requirement itself or to any waiver thereof. Personnel are not authorized to make amendments, additions, or side agreements, nor to make legally binding declarations on behalf of Glowstaff. To the extent permitted by law, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Cologne, Germany. However, Glowstaff reserves the right to bring claims before the general place of jurisdiction of the Client. The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Glowstaff declares that it does not participate in alternative dispute resolution procedures under the German Consumer Dispute Resolution Act (VSBG). Should individual provisions of these GTC or of the underlying contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such cases, the invalid or unenforceable provision shall be replaced by a valid one that most closely reflects the

economic intent of the invalid clause in a legally permissible manner. The same applies to any contractual gaps.