

**The following general terms and conditions shall apply to lectures, trainings, workshops and coaching's organised by the 5 Sterne Team group of companies (consisting of 5 Sterne Redner, 5 Sterne Moderatoren, 5 Sterne Trainer, 5 Sterne Events and Global Topspeakers and Future Stars), Moosweg 7, 82239 Alling, Germany. They shall govern the procurements of speakers, hosts and trainers by the agency 5 Sterne Team for the respective client.**

### **1. Conclusion of contract**

1.1 In order to conclude contracts for lectures, presentations, events, in-house seminars, workshops with the lecturers/ hosts/ trainers represented by the speaker's agency 5 Sterne Team, the client is required to return the signed order confirmation to 5 Sterne Team. A contract shall only become legally binding, if based on the present General Terms and Conditions. Therefore, any contradictory General Terms and Conditions of the client shall herewith be explicitly excluded.

### **2. Fees, terms of payment, commissions, and dues:**

2.1 The fees for a lecture/ presentation/ training/ workshop are stated in the respective order confirmation of 5 Sterne Team and was quoted to the client. All prices are net plus VAT.

2.2 The fee shall cover the services specifically stated in 5 Sterne Team's individual quotation for every lecture/ presentation/ training/ workshop. The fee does not cover any travel and accommodation expenses incurred by the speaker/ host/ trainer.

2.3 All quotations of 5 Sterne Team are exclusive of expenses, travel expenses and accommodation for lecturers/ hosts/ trainers and their assistant, which are necessary for the implementation/fulfilment of the service. Apart from the outward and inward journey, additional travel expenses might occur in case of multi-day events. Travel expenses shall be calculated as follows:

a) for fees under 5.000,00 Euro the distance between the place of residence of the referent or the assistant and the place of event shall be taken as a basis (the flat rate applies to both outward and return journey, based on calculation via [www.luftlinie.org](http://www.luftlinie.org)). On this basis results the following graduation: until 100km linear distance 125,00 Euro, until 250km linear distance 250,00 Euro, until 500 km linear distance 375,00 Euro, until 750km linear distance 525,00 Euro. Travels to countries outside of D/A/CH and/or over 750km linear distance shall be calculated according to receipt. In the case where accommodation is needed, an overnight expense will be calculated automatically in the amount of 150,00 Euro, unless the client books a hotel for own account.

b) for fees starting from 5.000,00 Euro following calculation shall be applied: Travelling expenses shall be calculated by 10,5% of the fee. All events/ travels outside of D/ A/ CH and/or over 750 km linear distance shall be calculated according to receipt (this calculation always applies to both outward and return journey of the referent). In case any of the expenses named above will not apply, expenses shall be calculated as follows: Expenses (per diems) shall be calculated according to the flat rate table for travel expenses. For driving costs with the automobile, 5 Sterne Team invoices 0,80 Euro per km from/until the place of residence of the speaker/ host/ trainer. Air fares (business class) or railway costs (first class) as well as accommodation expenses shall be invoiced according to receipt. All named rates/ fees shall be invoiced plus VAT.

2.4 The fee for a lecture/ host/ trainer shall be paid before the performance by the client. The invoice shall be due immediately upon receipt and without any deduction.

2.5. The speaker's agency is entitled to invoice the fee for the speaker/ host/ trainer and to collect it in trust. For the client, the payment of the fee covers the procurement of a speaker/ host/ trainer by 5 Sterne Team. A charge in the form of a commission shall only be paid by the procured speaker/ host/ trainer to the brokering agency, i.e. 5 Sterne Team, by way of a set-off following the billing.

2.6 The publication of works in terms of the Urheberrechtsgesetz or UrhG (the German Act on Copyright and Related Rights) – in particular text, sound, film and/or image works – is subject to approval and such works may not be published by the client without prior consultation with the speakers agency. All works submitted to the speakers agency for approval may also be used by the speakers agency for their own purposes – in particular for publication in their own media, such as on their website or in other advertising media – after approval for publication was given by the speakers agency. The client and the speaker/ moderator/ trainer grant the speakers agency a free right of use of the work's contents for publication and reproduction. The client and/or the speaker/ moderator/ trainer may decree whether the work does have to bear the identification of the author and what kind of designation is to be used for this purpose.

2.7 The client shall hold the event in his/her own name, on his/her own account and at his/her expenses. He/she shall be obliged to pay applicable taxes or other dues (e.g. KSK (German artists' social welfare fund), foreign artist's tax) as well as the fees for the presentation of works protected by copyright laws to the collecting societies, the GEMA (German Society for Musical Performing and Mechanical Reproduction Rights) in particular.

### **3. Cancellation**

3.1 Where the client cancels a contractually agreed service, a cancellation fee in the amount of 25% of the agreed fee for the service shall be due. Where the cancellation is made less than 12 weeks before the booked date, the cancellation fee shall be 50% of the agreed fee, and where the service is cancelled less than 10 weeks before the booked date, the cancellation fee shall be 100% of the agreed fee. The client may at any time undertake to prove that no damage has been caused or that any damage caused is considerably lower than the flat cancellation fee.

3.2 5 Sterne Team reserves the right to cancel a lecture/ presentation/ training/ workshop, e.g. in case an expert cancels. In any case, 5 Sterne Team shall use its best endeavours to communicate cancellations or necessary amendments to the programme as timely as possible to the client. In case a seminar or presentation, lecture or speech is cancelled, any participant fees already paid shall be reimbursed. Further claims shall be excluded unless they are based on intent or gross negligence on the part of 5 Sterne Team, its employees, or vicarious agents.

3.3 Cancellations shall not be valid unless made in writing and must be sent via fax or registered mail, return

#### **4. Copyright**

4.1 Working documents or media of 5 Sterne Team are copyright -protected and may not – whether in whole or in part – be reproduced, processed, copied, distributed or used for public playback, reproduction or display, in particular by using electronic systems, without 5 Sterne Team's prior consent. 5 Sterne Team shall make working documents and/or media available for the exclusive use by 5 Sterne seminar participants.

4.2 Participants may not copy licensed material which has been handed out for training purposes, nor may such material be disclosed by third parties or even only removed from seminar facilities. Licensed material shall include data processing applications and/or licensed data sets (data bases) in machine-readable format, including related documentation.

4.3 The client allows 5 Sterne Team as well as the speaker to use its logo for reference purposes.

#### **5. Liability**

5.1 5 Sterne Team accepts unlimited liability exclusively for damages immediately caused by intent or gross negligence, or in case of lack or a warranted quality.

5.2 In cases of slight negligence, 5 Sterne Team shall not be liable unless 5 Sterne Team defaulted in its performance, if its performance has been rendered impossible, or if 5 Sterne Team was in breach of fundamental contractual obligations. In these cases, 5 Sterne Team shall accept unlimited liability for bodily injury immediately resulting therefrom. In cases of property or financial damages that could reasonably be expected to ensue at the moment an agreement on a service was concluded, 5 Sterne Team's liability is limited to a reasonable amount in accordance with the principle of Good Faith, such as proportionality between the amount of the contractual fee and the damage done. Liability for all other damages shall be excluded, with any claims arising from the Product Liability Act (Produkthaftungsgesetz) remaining unaffected.

5.3 This general statement of liability shall not apply, as regards liability for bodily injury, to seminars that include outdoor, event or action activities, as well as seminars where participants sing corresponding liability statements prior to the seminar.

#### **6. Choice of law, place of performance, legal venue, final provisions**

6.1 Apart from any individual arrangements and the present General Terms and Conditions, the contractual relationship shall be governed by German law only.

6.2 Place of performance for services rendered by and payments made to 5 Sterne Team shall be the legal venue of 5 Sterne Team.

6.3 The legal venue for all claims against 5 Sterne Team shall be Dillingen/Donau, Germany. For any claims 5 Sterne Team brings against its clients, Dillingen/Donau, Germany, shall be the legal venue, too, if the client is a full merchant or does not have a general legal venue in Germany. Where 5 Sterne team brings a claim in connection with an agreement under these General Terms and Conditions to several persons who are jointly and severally liable with nit all of them being full merchants, 5 Sterne Team may, notwithstanding sentence 2, bring the claim to the legal venue (clause 6.2) or the court of the place where the jointly and severally liable person who is not a fall merchant has its general legal venue.

6.4 Any additions or modifications to this agreement are only valid if made in writing. This shall also apply to the requirement of writing itself. 6.5 Should individually provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which best meets the intended economic purpose of the invalid provision. receipt requested.

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