



global success club
connecting the world of innovation

EXCELLENCE AND PRESTIGE PARTNER AGREEMENT – TERMS AND CONDITIONS

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PREAMBLE

- A. These **Terms and Conditions** are referred to in the “Excellence Partner Agreement” (**EPA**) and the “Prestige Partner Agreement” (**PPA**) and are made for the purposes and apply to the services and obligations owed by each Party. These Terms and Conditions in combination with either the EPA or the PPA represent the entire Agreement for both arrangements and their respective party. All defined terms are outlined in this document and are applied to the EPA and the PPA.
- B. These Terms and Conditions are located and are made available on the Global Success Website on its Partners and Sponsors page at - <https://www.globalsuccess-club.net/web/GSC/partnerundsponsoren>. Should they not be available for whatever reason on the Website, you are advised to contact Global Success GmbH for a copy of these Terms and Conditions.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In these Terms and Conditions, unless inconsistent with the subject or context, the following terms and expressions shall have the following meanings:

Affiliate means in the case of GS, any entity which is Controlled by GS, the ultimate holding company of GS and in the case of the Partner, any entity which is Controlled by the Partner or the ultimate holding company of the Partner.

Agreement means these Terms and Conditions as amended in writing from time to time, and all documents referred to, including the EPA or the PPA.

Business Day a day on which banks are open for general banking business in each of Frankfurt, Germany and the place where the Partner is located, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date the respective EPA or the PPA signed their agreement.

Community means consular corporations, associations, and organisations, educational and research institutions, media, business development and promotion agencies and Excellence and Prestige Partners.

Confidential Information means any information or material (whether in writing, oral or electronic form) that is the property of GS or a client of GS or is in the possession of GS, including any information or material that may be used by the Partner in the performance of its obligations under this Agreement;

Control or **Controlled** means the possession, directly or indirectly, of the power directly or indirectly to control the membership of the board of directors or any other governing body of the relevant entity or to otherwise directly or indirectly direct or influence the direction of the management and policies of that entity whether by means of trust, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of the entity or otherwise.

Country means the Federal Republic of Germany.

Event Services means services for events, meetings, round tables, conferences, etc. which includes services for (but not limited to):

- (a) creative concepts – design and Installation involvement;
- (b) branding and communication;
- (c) communication strategy;
- (d) project management;
- (e) event operations sheets;
- (f) venue sourcing;
- (g) menu planning, including banquet and catering services;
- (h) entertainment management (feature, MC, speakers, custom designed show etc);
- (i) printing and design management;
- (j) signage solutions;
- (k) menus, place cards and programs;
- (l) hotel accommodation;
- (m) flights and transfers;
- (n) risk management/OHS management;
- (o) sponsorship management;
- (p) event photography;
- (q) invitation and RSVP management;
- (r) insurance/security;
- (s) design and production: audio visual, lighting and technology;
- (t) onscreen content development;
- (u) show calling;
- (v) scripts for MC's and speakers;

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- (w) post-event services and reporting;
 - (x) website creation, design and activation;
 - (y) conference secretariat;
 - (z) gifts, promotions and offerings;

Excellence Partner means a member that is a party that is defined as the Partner in its respective EPA under the section on 'Parties' and also meets the criteria outlined in clause 1 of that agreement.

Expiry Date means the date one year from the date of commencement of the respective EPA or PPA.

Force Majeure Event means any of the following events or circumstances impacting GS: fire, flood, casualty; storm, earthquake, hurricane, tornado or other act of God; war, act of terrorism, insurrection, riots or other civil unrest; epidemics, quarantine restrictions or other public health restrictions or advisories; strikes or lockouts or other labour interruptions; disruption to local, national and international transport services; embargoes, lack of materials, water, power or telephone transmissions necessary for the operation of GSC; the failure of any applicable government authority to issue any approvals, or the suspension, termination or revocation of any material approvals, required for the operation of the GSC; material and adverse changes in general economic or market conditions affecting the geographic market in which GS operates including source markets; or any other event that is beyond the reasonable control of a Party claiming the occurrence of a Force Majeure Event.

Global Success Club means "**GSC**" and is the entity that manages the Social Networking Platform that is offered by GS

Goodwill means the business value, identifiable business assets, reputation and public image of GS.

GS means Global Success GmbH.

Partner means either the Excellence Partner or Prestige Partner and their authorised representatives.

Inner Circle means both medium and large scale innovative and international manufacturing companies.

Laws means the laws and statutory requirements of the relevant country, state or local authorities in which GS is situated.

Member means any participating company that forms a part of the Community or any Inner Circle member.

Member Services Fees means the fees outlined in either the EPA or PPA.

Membership Services or **Services** means the services described in the Schedule of either the EPA or PPA.

Prestige Partner means a member that is a party that is defined as the Partner in its respective PPA under the section on 'Parties' and also meets the criteria outlined in clause 1 of that agreement.

Renewal means the option to renew this Agreement 30 days prior to the Expiry Date.

Social Advertising means the targeting of a particular Member audience individual that is prioritised by the individual's title, seniority, industry, company size.

Social Network Platform means the web-based forum that is offered by GS that will enable the development, deployment and management that is offered to Members to create their personalised social media website profile with complete social media network functionality.

Targeted Display means a general promotional approach to attract interest from specific Members in contexts relevant to the Partner's industry, market or audience focus.

Term means the period commencing on the Commencement Date and ending on the Expiry Date unless terminated earlier in accordance with the provisions of this Agreement;

Trademark means all trademarks, services marks, trade names, symbols, logos, slogans and designs used or registered by GS or any of its Affiliates whether registered or unregistered and whether used alone or in connection with any other words, trademarks, service marks, trade names, symbols, logos, slogans and designs.

User means the nominated individual with access to the virtual online social networking platform.

Website means the <https://www.globalsuccess-club.net/>.

1.2 In this Agreement, unless the context otherwise requires:

- (a) headings are for guidance only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to anything (including any right) includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part, clause, party, annexure, exhibit or schedule of or to this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (g) a reference to a statute, legislation, convention, regulation, proclamation, ordinance or by-law includes all statutes, legislation, convention, regulations, proclamations, ordinances or by-laws amending, consolidating it or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party is a reference to a party to this Agreement and includes that party's successors and permitted assigns;
- (j) where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the immediately succeeding Business Day;
- (k) a reference to a month or monthly is a reference to a calendar month or calendar monthly;

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- (l) a reference to a body, other than a party to this Agreement, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
 - (m) where this Agreement requires the consent or approval of a party to be given, that approval or consent shall not be unreasonably withheld or delayed;
 - (n) the words "includes" and "including" are not words of limitation; and
 - (o) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for this Agreement or that provision.

1.3 Unless otherwise agreed by the parties:

- (a) all references "€" or "Euro" are in the EUR; and
- (b) all payments to be made under this agreement must be in the EUR.

2. REIMBURSEMENT

2.1 The Partner agrees to reimburse to GS all expenses incurred by the provision of its Services that are carried out in connection with this Agreement for requested Membership Services that are outside the scope of clause 5 of this Agreement, which include, but are not limited to:

- (a) return airfares to and from any project site (at an agreed rate) and/or agreed upon meeting venue and airport taxes;
- (b) expenses for providing accommodation, meals and transport for such technical and operational executives whilst they are providing Membership Services; and
- (c) telephone, facsimile, courier and other communication expenses, photocopy and photography expenses.

GS shall invoice the Partner in respect of the expenses mentioned in this clause 2.1 on a monthly basis.

3. PAYMENT

3.1 All payments due from the Partner under this Agreement shall be made by the Partner in EUR (or such other currency as agreed by the parties) to such account as GS may from time to time direct.

3.2 GS shall issue invoice(s) to the Partner to facilitate the Partner's transfer of payment.

3.3 Unless otherwise specified under this Agreement all payments under this Agreement must be paid by the Partner within 30 days of GS submitting an invoice.

4. TAX

4.1 The Partner and its Affiliates shall be responsible for paying any taxes, (if any) due in the Country for the supply of the Membership Services or any payments payable under this Agreement and any reimbursable expenses, if they are supplied these products or services in the Country at a rate appropriated to the VAT registration status, jurisdiction of the registered office and any other considerations.

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- 4.2 If the Partner and its Affiliates are outside of the jurisdiction of the Country and not subject to any VAT or tax as outlined in clause 4.1, then the Partner and its Affiliates will be responsible for any VAT or taxes that are payable outside of the Country in connection with the supply and provision of the products and services offered by GS or GSC, as they apply.

5. EXTERNAL CONSULTANCY SERVICES

- 5.1 In providing the Membership Services, GS may recommend to the Partner that external consultants be engaged in the following areas:

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|-------------------------------------|-------------------------------|
| (a) Event Consultant | (h) Acoustic Consultant |
| (b) Project & Management Consultant | (i) Audio-visual Consultant |
| (c) Finance Consultant | (j) IT Consultant |
| (d) Environmental Consultant | (k) F&B Consultant |
| (e) Fire Safety Consultant | (l) Sustainability Consultant |
| (f) Interior Designer | (m) Travel Consultant |
| (g) Lighting Consultant | (n) Tourism Consultant |

- 5.2 All engagements of external consultants must first be approved by the GS and the Partner, and, if so approved, shall be made by GS, which the Partner shall bear all costs, expenses and liabilities in connection with the appointment of any external consultants. GS reserves the right to recommend consultants outside of those listed in 5.1 that are relevant to the Membership Services.

6. RELATIONSHIP BETWEEN THE PARTIES

- 6.1 GS shall have no liability for and does not guarantee or promise the Partner that the GSC will provide commercial enterprises, relationships or benefit and that the Partner is responsible for its own commercial responsibilities that it may establish through the use of the GSC.
- 6.2 GS will not be liable for any indirect or consequential loss or damage (including loss of profits and revenue) incurred by the Partner arising in or out of the provision of the Membership Services under this Agreement. Any other liability for loss or damage other than liability for personal injury or death and loss caused by the default, negligent acts or omissions of GS, shall be limited to the total value of fees paid to GS by the Partner under this Agreement.
- 6.3 Nothing contained in this Agreement shall constitute or be deemed to constitute any partnership, agency or joint venture relationship between the parties.

7. INDEMNITY

- 7.1 To the maximum extent permitted by law, the Partner and its employees, will defend, protect, indemnify, save and hold harmless GS and GSC, and its directors from and against any and all claims, demands, causes of action or judgements of every kind and character, including court costs and attorneys' fees arising, directly, by tort, contract, indemnification, or otherwise, in favour of any person, including GS or GSC on account of personal injuries or death or damage to property occurring, growing out of, incidental to, or resulting, from the performance or non-performance of the Membership Services.

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- 7.2 The Partner shall not be liable under the indemnity set out in clause 7.1 to the extent that such liability is caused by the gross negligence, wilful misconduct or fraud by GS.
- 7.3 By providing the Membership Services, GS assumes no responsibility for (and the Partner releases GS from and indemnifies GS against any liability in connection with) any reliance on any information supplied by any third party or member, any connection or relationship established or the personal management of the Partner's account through the Global Success Club, the responsibility for which shall rest with the Partner.

The Partner confirms and acknowledges that all newsletters, articles, journals, company updates, special offers, promotions or other relevant material or media, are free from any intellectual property infringement in any jurisdiction and that the Partner is authorised to share this material with GS. GS assumes no responsibility for and the Partner releases GS from and indemnifies GS against any liability in connection with any action against GS or GSC that may arise from the publication of such material.

8. RENEWAL

- 8.1 GS reserves the right to alter or amend the Agreement before Renewal by amending, adding or removing terms, including changes to membership fees, and these must be submitted to the Partner 30 days prior to the Expiry Date.
- 8.2 The Partner will be granted an option to renew its Agreement at the end of the Term, provided that this option is exercised at least 15 days prior to the expiration of the Term. If GS and the Partner fail to reach mutual agreement on a Renewal of this Agreement for any reason whatsoever, however, then this Agreement shall expire at the end of the Term as stipulated above.

9. NATURE OF AGREEMENT

- 9.1 Nothing in these Terms and Conditions or the Agreement shall limit, restrict or otherwise affect GS' right to provide the services specified in this Agreement to third parties.

10. CONSEQUENCES OF TERMINATION

- 10.1 In the event that the Agreement is terminated for any reason, the Partner shall, within 30 days after such termination, pay to GS: all amounts already incurred and payable to GS under this Agreement, whether they are fees or expenses;
- 10.2 In the event that the Agreement is terminated for any reason, GS shall, within 30 days after such termination, deliver or destroy any other documents or materials (which are not owned by GS) that are Confidential Information that belong to the Partner..

11. ASSIGNMENT

- (a) Either party may assign its rights under this Agreement to (and cause the assumption of its obligations under this Agreement by) an Affiliate by written notice to the other party.
- (b) The Partner (in this clause 11 called the Assignor) may only assign this Agreement or cause or permit a sale, transfer, assignment or lease, in whole or part, of any ownership right, title or interest in the Partner to a person and Control of a party may only be transferred, if the Assignor first requests and obtains the written consent of GS (in this clause 11 called the Other Party).
- (c) GS must not withhold its consent under clause 11(b), if:

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- (i) where the Assignor demonstrates to the reasonable satisfaction of GS that the proposed assignee is respectable, responsible and solvent and has previous experience, expertise and skills in the provision of services, operations or production within the relevant industry and able to meet the obligations under this Agreement;
 - (ii) the assignee becomes the legal and beneficial owner or lease holder of the Hotel or takes Control of Developer and provides such evidence as may be reasonably required by Operator to demonstrate its ownership or leasehold interest for the duration of the Term;
 - (iii) the assignee is not a Competitor of GS; and
 - (iv) the assignment is in respect of the whole of the Assignor's rights and obligations under this Agreement;
 - (v) the assignee executes an agreement with GS (in a form satisfactory to GS, acting reasonably) whereby the assignee is bound to comply in all respects with the provisions of this Agreement;
 - (vi) the Assignor pays the GS' reasonable legal costs of giving consent; and
 - (vii) the Assignor is not in breach of this Agreement.
- (d) GS' consent will be deemed to be given, if no written objection is served by the GS on the Assignor within 28 days of the GS' receipt of the Assignor's request for consent.

12. CONFIDENTIALITY, PUBLICITY AND PRIVACY

- 12.1 Both parties and their agents must keep and ensure that it keeps, all Confidential Information confidential, and must ensure that he/she does not disclose any Confidential Information to any person except with the prior written consent of the other party.
- 12.2 Confidential Information supplied to either Party and its agents pursuant to, or for the purposes of the signing of the respective EPA or PPA must be used only as directed by the party supplying the Confidential Information and must not be reproduced or used for any purpose other than pursuant to this agreement.
- 12.3 GS will use its best endeavours to ensure that the Partner's Confidential Information remains secure and protected when supplied to GS or GSC.
- 12.4 The obligations under this clause will not extend to:
- (a) Confidential Information already in the public domain other than due to a breach of this agreement by the Model; and
 - (b) any disclosure required by law.
- 12.5 Both parties agree to be bound by the provisions of the *German Federal Data Protection Act (Bundesdatenschutzgesetz)* and its amendments that may apply to both parties with respect to any act done, or practice engaged in, by either party for the purposes of this Agreement, in the same way and to the same extent as either party would have been bound by them had it been directly done or engaged in by the other party.

12.1 GS' Material

- (a) All Confidential Information made available by GS to the Partner remains the property of GS.
- (b) The Partner must not use GS' Trademark or other identifications for purposes outside the scope of this Agreement without GS' prior written consent, which consent cannot be unreasonably withheld or delayed.

12.2 The Partner's Material

- (c) All Confidential Information made available by the Partner to the GS or GSC remain the property of the Partner.
- (d) GS or GSC must not use the Partner's Trademark or other identifications for purposes outside the scope of this Agreement without the Partner's prior written consent, which consent cannot be unreasonably withheld or delayed.

13. APPROVAL AND CONSENT PROCEDURE

Except where otherwise provided, where approval or consent by either party is called for under this Agreement, the procedure set out below will be followed:

- (a) Any information, documentation or notices regarding the approval or consent requested by one party will be submitted to the other party.
- (b) The responding party will use its best endeavours to respond within 14 Business Days after receipt of such information.
- (c) If no notice expressing disapproval or withholding of consent is given by the responding party to the other party within the designated time period, approval or consent is deemed to have been given.

14. DISPUTE RESOLUTION

14.1 Notice of Dispute

- (a) All disputes, controversies or claims arising out of or in connection with this Agreement (**Disputes**) will be resolved in accordance with the provisions of this clause.
- (b) A party at any time may notify the other party of a Dispute and require that it be resolved in accordance with this clause 14.
- (c) The notice pursuant to clause 14.1(b) must:
 - (i) be in writing;
 - (ii) identify the subject matter of the Dispute;
 - (iii) set out in detail the facts upon which the Dispute is based;
 - (iv) identify the provisions of this Agreement relevant to the Dispute;
 - (v) nominate the representative of the party in the negotiation, who must have authority to settle the Dispute; and

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- (vi) have annexed to it copies of all correspondence and background information relevant to the Dispute.
 - (d) The parties must promptly enter into negotiations in good faith and use all reasonable endeavours to try to resolve the Dispute. The party which receives the notice under clause 14.1(b) must notify the other party of its representative in the negotiations, who must have authority to settle the Dispute.

Neither party is entitled to commence or maintain any action by way of legal proceedings or arbitration, relating to any Dispute unless and until it has complied with clause 14.1.

15. **ARBITRATION**

- (a) If a dispute is not resolved within 20 Business Days of the date of service of a notice under clause 14.1(b) (or such longer period as the parties may agree), the Dispute must be submitted to final and binding arbitration upon demand by a Party by providing written notice to the other Party (**Arbitration Notice**).
- (b) The arbitration shall be administered by the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (German Institute of Arbitration) or such other arbitrator as agreed by the parties in accordance with its arbitration rules for the time being in force (the **Arbitration Rules**).
- (c) If the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (German Institute of Arbitration) no longer exists, the parties shall agree on a substitute arbitration administrator within 10 days of the Arbitration Notice, failing which the arbitration shall proceed as an ad-hoc arbitration.
- (d) The seat of arbitration shall be Germany or such other place as agreed by the parties and the arbitration shall be conducted in either English or German.
- (e) In addition to and not in derogation of the powers conferred by any applicable law or of the Arbitration Rules, the arbitrators shall have the right to award any relief that they deem proper and consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs.
- (f) The awards and decisions of the arbitration shall be conclusive and binding on both parties, and not subject to appeal, and judgment upon the award may be entered in any court of competent jurisdiction.
- (g) Notwithstanding anything to the contrary in this clause 19.3, the parties shall have the right to pursue litigation or other legal proceedings in any court of competent jurisdiction:
 - (i) with respect to any claims relating to the preservation or protection of the Operator's proprietary rights;
 - (ii) for any interim, provisional or conservatory measures, such as preliminary injunctive relief and temporary restraining orders against conduct or threatened conduct which might cause irreparable harm to a party; and
 - (iii) to enforce any arbitral award or court judgment rendered in favour of a party as a result of the matters referred to in clause 19.3(f) or 19.3(g)(i) or (ii).

16. **GENERAL MATTERS**

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- 16.1 All notices provided for in this Agreement shall be in writing and signed by a director or other authorised officer of that party and delivered by hand or courier or sent by facsimile to the parties at their addresses below:

MANAGER

Address: Goethestrasse 2, D-60313 Frankfurt am Main, Hessen, Germany

Facsimile: 069 / 45 00 44 29

Attention: YOUR DESIGNATED REPRESENTATIVE

PARTNER

Address: THE PARTNER'S ADDRESS

Facsimile: THE PARTNER'S FAX ON FILE

Attention: THE PRINCIPAL REPRESENTATIVE OF THE PARTNER

Notices delivered by courier, are effective upon delivery. Notices sent by facsimile are deemed to be effective on the next Business Day following transmission of the facsimile.

Any party may at any time designate a substitute address or facsimile number or both by ten days notice in writing to the other party.

- 16.2 These Terms and Conditions must be construed, interpreted and applied in accordance with and be governed by the laws applicable to Germany and each party submits to the jurisdiction of the courts of Germany. In the event this Agreement is translated into a language other than English, the English version of the Agreement shall prevail for the purposes of any construction, interpretation, application or arbitration.
- 16.3 If this document is inconsistent with any other document or agreement between the parties, then the EPA or the PPA document prevails to the extent of the inconsistency.
- 16.4 As far as possible these Terms and Conditions will be construed so as not to be invalid, illegal or unenforceable. If a provision of this Agreement is illegal, invalid or unenforceable that provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character. If a provision or part of it cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of the Agreement will continue to be valid and enforceable.
- 16.5 Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all agreements, documents, instruments and acts reasonably required of it or them by notice from the other party effectively to carry out and give full effect to the Agreement and the rights and obligations of the parties under it.
- 16.6 If anything is required to be done under These Terms and Conditions or the Agreement on a day that is not a Business Day, then the day for compliance with that requirement will be the next Business Day.
- 16.7 Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

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- 16.8 The expiration or termination of the Agreement shall not terminate or otherwise affect any rights or obligations of a party that either expressly or by their nature survive expiration or Termination of this Agreement.
- 16.9 Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party effectively to carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

17. **FORCE MAJEURE**

- (a) Neither party may terminate this Agreement on the ground of default by the other party if the default results from the occurrence of a Force Majeure Event.
- (b) Neither party shall be liable for any failure or delay in complying with any obligation imposed on such party under this Agreement to the extent such failure or delay arises directly or indirectly from a Force Majeure Event and provided such affected party takes reasonable steps to mitigate the effect of the Force Majeure Event.
- (c) Nothing in this clause shall excuse a party from any obligation to make a payment when due under this Agreement.