

MEMBERSHIP TERMS AND CONDITIONS



of Premium Leaders Club Germany GmbH

Gießereistraße 6, 83022 Rosenheim

AG Traunstein, HRB 29178

– hereinafter referred to as „PLC“ –

1. Scope of Application

- (1) Premium Leaders Club Germany GmbH (“PLC”) is an established network in which leaders (m/f/d), such as entrepreneurs, decision-makers, and top managers from the small and medium-sized enterprise sector (SMEs), as well as experts and management consultants (“Members”), exchange views on business, economic, and socio-political topics, establish personal and business contacts, and benefit from the various service modules of the Club.
- (2) The following Membership Terms and Conditions shall apply to the business relationship between the Members and PLC. Any deviating or conflicting terms and conditions of a Member shall have no validity and shall not become part of the contract, even if PLC does not expressly object to their inclusion in individual cases.
- (3) The respectively applicable Membership Terms and Conditions are available on the website at <https://www.premium-leaders.club/> or in the PLC app (iOS or Android version). In addition, these Membership Terms and Conditions are provided to the Member prior to submission of the membership application, either by email or via download link.
- (4) Any contractual relationships that may arise between PLC and the Members in connection with the brokerage of assignments such as lectures or consulting services are not the subject of these Membership Terms and Conditions and shall be governed by separate agreements.
- (5) Where persons are referred to in these Membership Terms and Conditions using the masculine grammatical form (e.g. entrepreneur, consultant), this shall also include the feminine and diverse forms.

2. Conclusion of Contract (Membership Agreement)

- (1) The conclusion of the membership agreement between PLC and the Member shall be effected in text form (§ 126b of the German Civil Code – BGB) and shall come into effect upon acceptance of the membership application by PLC.
- (2) PLC shall decide on the admission of new members at its sole discretion. There shall be no entitlement to admission as a member.

3. Memberships

The following types of memberships are available: Business Member, Corporate Member, Expert Member, and Passive Members.

(1) **Business Member**

Business Members are natural persons who have joined PLC.

(2) **Corporate Member**

Corporate Members are legal entities whose membership rights may be exercised by three (3) or more individuals designated by the respective Corporate Member.

(3) **Expert Member**

Expert Members are members who can demonstrate particular expertise in the field of speaking engagements, training, coaching, and/or moderation services. In this context, the Expert Member shall make themselves available to PLC free of charge up to two (2) times per calendar year for both an online and an offline event, as well as once (1) per calendar year for an interview for an online or offline medium selected by PLC. For the avoidance of doubt, it is expressly stated that these Membership Terms and Conditions do not govern the services provided by the expert to PLC; such services shall be governed exclusively by separate expert agreements.

(4) **Passive Member**

Passive Members are Business Members who, for professional or other reasons, do not participate in the service modules offered by PLC for a maximum period of thirty-six (36) months and may only use the PLC app during this period. A change to passive membership is only possible for existing members after a minimum membership period of two (2) calendar years and subject to a notice period of three (3) months to the end of a calendar year. Upon expiry of the passive membership, Passive Members shall automatically revert to Business Member status.

4. Services Provided by PLC

PLC provides access to free of charge and fee-based services, in particular to the service modules listed in this Clause 4; however, there is no entitlement to actually make use of all such services in each individual case. Fee-based services shall be communicated by PLC in advance on a case-by-case basis and may be used by interested Members subject to separately applicable terms and conditions.

(1) **Business Network**

The Business Network service module enables Members to exchange with other Members, experts, cooperation partners (companies), and regional PLC chapters through personal meetings at events or offline through use of the PLC app.

(2) **Premium Events**

PLC provides its Members and partners with access to a wide range of events. Events may be free of charge, fee-based, limited in number, and/or restricted by region or subject matter; further details are set out in the respective event announcements.

(3) **Leaders Learning**

With Leaders Learning, PLC offers a platform enabling Members to benefit from leading experts, coaches, speakers, and consultants through individual events, workshops, coaching sessions, or consulting services. The access requirements and any costs incurred are set out in the respective learning module.

(4) **Marketplace**

Through the PLC Marketplace, Members receive special benefits on top deals, access to a premium market for economic goods, a concierge service for selected tickets, and much more. The details are set out in the specific terms and conditions applicable to the use of the PLC Marketplace.

(5) **Media**

The Media service module provides Members and their companies with a high-performance platform for targeted and effective PR and communication measures. For example, marketing content may be developed jointly with top media experts and renowned journalists; the specific details shall be agreed separately in each case.

5. Networking, Code of Conduct

- (1) **Networking.** Members shall be enabled to seek their own business opportunities with other Members or external event participants. To the extent that an offer includes services from one of the service modules listed in Clause 4, the Member shall seek, together with PLC, opportunities for implementing the service offering through referral by or in cooperation with PLC. Upon request, PLC may be actively involved in networking activities, for example by identifying specific experts or consultants for a corporate member; in such case, PLC and the Member requesting the networking shall conclude a separate brokerage agreement.
- (2) **Code of Conduct.** By accepting these Membership Terms and Conditions, the Member also agrees to the PLC Code of Conduct in accordance with Annex 5.2.

6. Membership Fees

(1) **Admission Fee**

An admission fee shall be payable for admission as a member, the amount of which is set out in the membership application.

(2) **Annual Membership Fee**

- (a) **CONTRIBUTION YEAR:** The contribution year shall be the calendar year. An annual membership fee shall become due for each Member at the beginning of each contribution year. If a Member's membership agreement begins or ends during the course of a contribution year, the annual membership fee shall be calculated on a pro rata temporis basis; in this context, the contribution shall commence on the first day of the calendar month following the conclusion of the contract.
- (b) **AMOUNT OF THE FEE:** The annual membership fee is tiered according to the type of membership (see Clause 3). The amounts (each plus statutory VAT) for new Members are set out in the membership application and, for existing Members, are based on the most recently charged annual membership fee. Payment shall be made in full at the beginning of the contribution year in accordance with the invoice.
- (c) **IDUTY OF INFORM / SPECIAL RIGHT OF TERMINATION IN THE EVENT OF PRICE CHANGES:** PLC shall inform Members of any price changes at least six (6) weeks prior to their effective date in text form. Within this notification, PLC shall provide information on the reason for and scope of the price change. Price changes may only take effect at the beginning of a contribution year. In the event of a price change, the Member shall have the right to terminate the membership without notice in text form as of the date on which the price increase takes effect. PLC shall inform the Member of this special right of termination in text form at the same time as notifying the Member of the price change.

(3) **Payment Terms**

All fees due under this Clause 6 shall be transferred by the Member in due time to the bank account designated by PLC or, upon request by PLC, shall be collected by direct debit under a SEPA direct debit mandate from the bank account notified by the Member.

7. Confidentiality

- (1) The Parties agree that the information and data made available by PLC or its Members or contractual or business partners within the framework of PLC, whether relating to themselves or to third parties, shall generally be treated as confidential, insofar as such information is not already covered as a trade secret by the scope of application of the German Act on the Protection of Trade Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG). The Member undertakes to use confidential information solely within the scope of using the services and benefits of PLC and not to disclose such information to third parties.
- (2) The obligation of confidentiality shall not apply to information that (i) is publicly known or generally accessible in the relevant business circles, (ii) is or becomes known to third parties without disclosure by the Member, (iii) was demonstrably known to the Member prior to its disclosure, or (iv) is or becomes known to the Member through third parties without the imposition of a confidentiality obligation and without any apparent breach of a confidentiality obligation.
- (3) The provisions of this Clause 7 shall continue to apply for a further period of three (3) years after termination of the membership. The obligation to protect trade secrets, in particular pursuant to the GeschGehG, shall remain unaffected.

8. Term, Termination (Exclusion of Members)

- (1) The membership is concluded for an indefinite period. It may be terminated by either the Member or PLC by giving three (3) months' written notice to the end of a calendar year, however not earlier than the end of the calendar year following the year of joining.
- (2) In addition, either Party may terminate the membership agreement in writing without notice for good cause. For PLC, good cause shall exist in particular in the following circumstances:
 - (a) A material breach of these Membership Terms and Conditions, including their annexes (in particular the Code of Conduct), or of any brokerage and/or other paid exchange agreements concluded with PLC.
 - (b) Default in the payment of membership fees pursuant to Clause 6 for a period exceeding four (4) weeks despite written reminder.
 - (c) Any other breach of these Membership Terms and Conditions which continues despite written warning by PLC for a period exceeding twenty (20) days.
 - (d) Grossly negligent or intentional breach of the confidentiality obligations set out herein.
 - (e) Conduct detrimental to the reputation of PLC and/or its Members.

9. Liability of PLC

- (1) The following exclusions and limitations of liability shall apply to the liability of PLC:
 - (a) PLC shall be liable without limitation in cases of intent and gross negligence, as well as for damages arising from injury to life, body, or health, in accordance with the statutory provisions.

- (b) In cases of slight negligence, PLC shall only be liable in the event of a breach of a cardinal obligation. A cardinal obligation within the meaning of this Clause is an obligation the fulfilment of which is essential for the proper performance of the contract and on whose fulfilment the contractual partner may regularly rely. Liability pursuant to sentence 1 shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
 - (c) PLC's liability under mandatory statutory law, e.g. in the case of the assumption of guarantees or under the German Product Liability Act (Produkthaftungsgesetz), shall remain unaffected by the limitations of liability set out in the preceding paragraphs.
 - (d) Any liability of PLC beyond Clauses 9.1.1 to 9.1.3 above is excluded.
- (2) Membership shall not establish a partnership under civil law (Gesellschaft bürgerlichen Rechts - GbR), neither between PLC and the Members nor among the Members themselves.

10. General Provisions

- (1) **Governing Law**
These Membership Terms and Conditions shall be governed by the laws of the Federal Republic of Germany.
- (2) **Place of Jurisdiction**
The exclusive place of jurisdiction for all disputes arising from the membership relationship shall be Rosenheim.
- (3) **Invalidity**
Should individual provisions of these Membership Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the Parties shall agree on a valid provision that comes closest to the economic intent and purpose of the invalid provision. The above provision shall apply accordingly in the event of any contractual gaps.
- (4) **Amendments**
PPLC reserves the right to amend these Membership Terms and Conditions if such amendments become necessary due to changes in law or legislation or regulatory requirements. Any amendments beyond this shall require the consent of the Members. In such case, PLC shall notify the Members of such amendments by email at least one (1) month prior to the intended effective date of the new version of the Membership Terms and Conditions and shall draw attention to the intended changes. Members shall be required to declare in writing within one (1) month of receipt whether they accept the amended Membership Terms and Conditions or object thereto; in the event of an objection, their membership shall automatically terminate at the end of the calendar year. The respectively current Membership Terms and Conditions may be accessed online at www.premium-leaders.club.
- (5) **Contract Language**
The contractual language governing the membership relationship shall be German. Translations into other languages are provided solely for convenience and shall not be legally binding.

Premium Leaders Club Germany GmbH
Code of Conduct for Members

Premium Leaders Club Germany GmbH ("PLC") is a network in which leaders such as entrepreneurs, academics, experts, and consultants exchange views on business, economic, and socio-political topics, establish personal and business contacts, and benefit from the various service modules of PLC.

Against this background, the Members seek to imbue PLC with business and ethical values, to regard these values as binding upon themselves, and thereby to preserve and promote the sustainability and reputation of PLC, its Members, bodies, and supporters. In this respect, PLC serves as a role model with regard to professional and personal interaction, as well as diligence and professionalism in the exchange of information and knowledge.

The Members of PLC therefore adopt the following rules of conduct, which are binding only within their internal relationship, and which they shall observe in their personal and entrepreneurial interactions.

This Code of Conduct does not establish any binding or enforceable obligations. However, as this Code of Conduct forms part of the membership relationship, serious and/or repeated violations of the Code of Conduct may constitute a breach of the membership agreement and may give rise to the sanctions provided for therein, in particular the termination of membership.

Conflicts of Interest

Members shall fully disclose any conflicts of interest in business interactions to the other Members and to PLC at the earliest possible point in time and shall work towards ensuring that such conflicts are either resolved or that the intended activity is not carried out. This serves to protect the integrity of PLC, the trust among Members, and the quality of business as well as knowledge and experience exchange.

Professionalism

Each Member is an individual personality who deserves equal respect and appreciation. Each Member is also a representative of PLC. Members shall therefore at all times conduct themselves respectfully, objectively, and constructively in both personal and professional interactions with one another, with PLC, and with its partners

Ethics

PLC is committed to the highest ethical standards in the selection of business networks. Accordingly, only business relationships and opportunities that meet these standards are promoted within PLC. Therefore, only Members, partners, and companies are supported that

- act in compliance with applicable law and the principles of PLC;
- do not enable, promote, or make use of child labor, forced labor, or slave labor;
- are free from racist, extremist, discriminatory of any kind, unconstitutional, or other content or objectives that are incompatible with the core values of PLC; and
- do not prioritize economic profitability in a disproportionate manner to the detriment of sustainability or social and societal responsibility, nor cause or pursue the destruction of the natural foundations of human life, the environment, or nature.

Equal Treatment

Members are equal and shall treat one another as equal partners. They shall communicate openly, refrain from unfair conduct, and shall neither promise nor accept personal advantages in the course of networking or in the initiation or execution of business activities.

External Representation

For both PLC and its Members, reputation is significantly influenced by external presentation and perception. It is therefore essential for public image to act transparently and present themselves as a community also towards the outside world.

Non-Solicitation

Joint success requires security and loyalty. Members shall neither themselves nor through third parties solicit or entice other Members, their employees, or employees of their affiliated companies, nor otherwise induce them to discontinue or reduce their activities within PLC, for a Member, or for a company.

Compliance with Laws

PLC is committed to compliance with laws at the local, national, and international level. All Members shall respect and comply with laws and governmental regulations, as well as the internal guidelines of PLC.

Personal Data

Personal data may only be collected, processed, or used insofar as this is necessary for the performance of the membership agreement or other separate agreements. In doing so, the applicable legal provisions as well as the data protection declarations and Membership Terms and Conditions of PLC must be observed.

Confidentiality

Trust is a core element of entrepreneurial activity. Each Member shall treat internal information regarding PLC, its Members, and their businesses, projects, and ideas as confidential. PLC also sees itself as a "think tank" in which business ideas can be exchanged, discussed, and, where appropriate, further developed in a protected and confidential environment. Members shall therefore act discreetly in all matters relating to PLC and shall safeguard trade secrets at all times.