

Stella Circle Membership Terms and Conditions

Including Right of Withdrawal Information

1. Applicability of Membership Terms

- 1.1. Stella Circle GmbH, located at Rosenstr. 2, 10178 Berlin ("Stella Circle"), operates a network designed for top executives. Individuals registered in the network ("Members") gain access to various services and benefits through an online platform provided by Stella Circle via the website www.stellacircle.com ("Platform"). The scope of services provided by Stella Circle depends on the agreed membership level (Section 3).
- 1.2. These membership terms apply to the contractual relationship ("Membership") between Stella Circle and the respective Member and cover all services provided by Stella Circle during the Membership term. These terms specifically govern the functionalities and services provided via the Platform.
- 1.3. Registration via the Platform is required to become a Member. The specific services provided by Stella Circle depend on the agreed membership level.
- 1.4. Any conflicting, deviating, or additional terms and conditions from the Member will not become part of the contract unless Stella Circle expressly agrees to their validity in writing. Such agreement is not implied merely by Stella Circle providing services without explicitly objecting to the inclusion of such deviating terms.

2. Registration and Establishment of Membership

- 2.1. To use Stella Circle's services, successful registration as a Member on the Platform is required according to Sections 2.2 to 2.5.
- 2.2. Individuals who wish to obtain Membership ("Applicants") must meet at least the following criteria:
 - 2.2.1 Applicants must be natural persons with full legal capacity (i.e., not partnerships or legal entities).
 - 2.2.2 Applicants must be at least 18 years old.
 - 2.2.3 Applicants must currently hold or have previously held an executive position.

- 2.3. During the initial registration process, Applicants select the appropriate membership level and provide required information, including:
- First and last name,
 - Email address,
 - Address,
 - Phone number,
 - Information about their professional background.
- 2.4. Applicants must verify their email address (e.g., by entering a confirmation code sent via email or clicking a confirmation link).
- 2.5. By clicking the "Purchase Membership" button, Applicants submit an offer to conclude a membership contract ("Membership Agreement"). Stella Circle acknowledges receipt of this registration request via a confirmation email. However, this email does not constitute acceptance of the offer. Stella Circle will review the offer within approximately six business days. During this period, Applicants are bound by their offer. Stella Circle accepts the offer by sending a confirmation email. If Stella Circle rejects the offer, Applicants will be notified via email or telephone.
- 2.6. There is no entitlement to a Membership Agreement. Stella Circle reserves the right to reject an application without stating reasons.
- 2.7. The Member guarantees that all information provided during registration is accurate and complete and commits to notifying Stella Circle of any future changes promptly.
- 2.8. If there is reasonable suspicion that a Member has violated these Membership Terms, Stella Circle has the right to partially or fully suspend the Member's access to the Platform. The right to extraordinary termination remains unaffected.
- 2.9. Login credentials are personalized and may only be used by the respective Member. The Member agrees to keep their login credentials confidential and to protect them from unauthorized access by third parties. If login credentials are suspected of being misused, the Member must notify Stella Circle immediately. Stella Circle will temporarily suspend access and inform the Member accordingly.
- 2.10. The Membership Agreement is strictly personal and non-transferable. Members cannot assign their rights or claims under this agreement.

3. Services Provided by Stella Circle

- 3.1. Depending on the membership level, Members gain access to assistance, insights, and information related to executive functions.
- 3.2. Members may also access individual consulting services as part of their membership, depending on the agreed membership level.
- 3.3. Members may receive access to selected third-party providers based on their membership level

- 3.4. Stella Circle informs Members about job opportunities and, upon request, assists them in finding new positions by sharing their information with companies looking to fill vacancies or recruitment agencies ("Stella Circle Clients").
- 3.5. If Stella Circle successfully facilitates a non-employee engagement (as per Section 8.3), Stella Circle may be entitled to a separate fee.
- 3.6. A detailed overview of membership levels, corresponding services, and conditions is available during the registration process and will be sent to Members via email upon joining.
- 3.7. Members may request an upgrade to a different membership level by contacting Stella Circle's Navigators or via email to agency@stellacircle.com ("change of status").
- 3.8. Stella Circle reserves the right to engage subcontractors to fulfill its contractual obligations.

4. User Account and Visibility of Member Information to Third Parties

- 4.1. An user account is created for each Member based on the information collected during the registration process.
- 4.2. Within the user account, Members must provide additional details about themselves and their professional background.
- 4.3. Members have access to their data at all times.
- 4.4. Upon request, Members can have anonymized profiles created with the help of Stella Circle. These anonymized profiles can be made accessible to companies searching for candidates either through individual contact initiated by Stella Circle or via the Platform.

5. Consulting Services

- 5.1. As part of their membership, Members can access individual support services aimed at enhancing their personal or professional competencies or overcoming specific challenges ("Consulting Services"). Depending on the agreed membership level, each membership includes a certain number of consulting hours as part of the membership fee. If a Member exceeds the included consulting hours, additional services will be charged based on effort in accordance with Section 11.2.
- 5.2. If the included consulting hours are exceeded, Stella Circle will notify the respective Member and inform them that from that point onwards, consulting services will be billed based on effort.
- 5.3. Consulting services are provided by Navigators from Stella Circle. Stella Circle has sole discretion in selecting which Navigators will conduct the consulting services.



6. Third-Party Offers

- 6.1. Depending on the agreed membership level, Members may access offers from third-party providers. If a Member utilizes services from third-party providers through the Platform or via referrals from Stella Circle, only the contractual agreements between the Member and the respective third-party provider apply. Stella Circle is not a contractual party to these agreements and, therefore, is not responsible for the content, scope, or fulfillment of third-party offers. If a Member makes use of third-party services, additional costs may arise for the Member.
- 6.2. Third-party providers are neither representatives nor vicarious agents of Stella Circle, and Stella Circle is neither a representative nor a vicarious agent of third-party providers. Stella Circle is not obligated to accept inquiries or complaints from Members regarding third-party offers, forward communications from third-party providers to Members, or mediate between Members and third-party providers.

7. Job Search

- 7.1. The Member may use the Platform to apply for job openings that are made available through the Platform, provided that the respective Stella Circle Client (i.e., company) has designated the Platform as the method of contact for the job posting. Once the Member clicks the corresponding button, Stella Circle will forward the Member's provided information to the Stella Circle Client. Since Stella Circle Clients may post job listings on the Platform from locations worldwide, it is possible that the respective Stella Circle Client (i.e., company) is based outside the EU or the European Economic Area ("EEA"). In such cases, access to the information may also be possible from these third countries, or a transfer of data to such third countries may occur.
- 7.2. A "Chiffre" listing is a special type of job posting on Stella Circle, where the company seeking candidates is not named explicitly. If the Member applies for such a Chiffre job posting, Stella Circle will forward the Member's information directly to the Stella Circle Client associated with this listing. It is possible to place a restriction ("blacklist") on specific companies by informing Stella Circle of the full and correct name (including the legal form of the company) and its address. Blacklist restrictions can only be applied to individual companies and not to entire corporate groups.

8. Successful Placement of a Position

- 8.1. Stella Circle supports Members in finding an independent professional engagement by identifying opportunities for a contractual agreement for such an independent engagement or by facilitating such an engagement.
- 8.2. If a Member enters into a valid contract with a company identified or facilitated by Stella Circle for an independent professional engagement ("Placed Contract"), the Member is obligated to pay Stella Circle a commission in accordance with Section 11.4. This applies even if the Placed Contract is concluded after the end of the agreement between Stella Circle and the Member due to Stella Circle's involvement.

- 8.3. The Placed Contract must involve an independent professional engagement. An independent professional engagement refers to a self-employed work arrangement, meaning the Member is neither considered an employee under labor law as per § 611a BGB nor subject to social security contributions under the provisions of the Fourth Book of the German Social Code (SGB IV). Furthermore, the Placed Contract must be governed by German law.
- 8.4. If the Placed Contract is concluded between the Member and the company, the Member must proactively notify Stella Circle within 10 business days from the contract signing in written form. In this case, the Member must also provide all necessary information for the calculation of the success fee, particularly the contract for the provision of independent professional services, to Stella Circle.
- 8.5. The provisions of Sections 8.2 to 8.4 apply accordingly if a Member obtains a supervisory board mandate with a company identified or facilitated by Stella Circle and if the supervisory board position is compensated with a fixed remuneration as stipulated in the company's statutes or approved by the general meeting ("Placed Supervisory Board Mandate"). In such cases, the Member is obligated to pay Stella Circle a commission in accordance with Section 11.4.

9. Notifications

- 9.1. Members may regularly receive notifications via the Platform – e.g., by email, instant messaging services, or browser notifications – informing them about relevant job opportunities or third-party offers ("Notifications"). The selection of notifications is based on the information in the user account, the preferences set by the Members, and/or their search and usage behavior on the Platform.
- 9.2. Stella Circle may also send Members notifications about similar products or services. Members may opt out of receiving these notifications at any time.
- 9.3. Based on experience and comprehensive analyses of executive career paths, Stella Circle has identified the so-called "Stella-C-Level-Lifecycle®" for Members. This describes the career trajectory of Members within one or more companies or throughout their professional life as a senior executive. To optimize career planning for Members, Stella Circle may send registered Members specific information about their further career development via email, another preferred communication channel, or through their user account. These notifications are designed to help Members better understand and plan their professional growth.

10. Use and Availability of the Platform for the Agreed Membership Level

- 10.1. Stella Circle provides Members with services via the Platform according to the scope of their chosen membership level.
- 10.2. Stella Circle ensures a platform availability of 97%. Availability, measured over the course of a contract year, refers to the proportion of time in which the Member could use the Platform with an active internet connection (including downtime due to disruptions beyond Stella Circle's

control, such as power outages or network failures) relative to the total duration of the contract year.

- 10.3. Stella Circle may temporarily restrict services and the availability of the Platform when necessary due to capacity limits, server security or integrity concerns, or to perform technical maintenance ("Maintenance Work"). Stella Circle will take the legitimate interests of Members into account and provide prior notice where possible.
- 10.4. To use the Platform, the Member must have a device with a functional internet connection and compatible software. The Member is responsible for ensuring that their technical setup meets the requirements necessary to use the features available on the Platform.

11. Membership Fees, Consulting Fees, and Commissions

- 11.1. The Member is obligated to pay the fee ("Membership Fee") to Stella Circle.
- 11.2. Each membership level includes a set number of consulting hours as part of the Membership Fee. If the Member requires additional consulting services beyond the included hours, these will be billed according to the following rates ("Consulting Fees") – Net (Gross) amounts::
- 500 (595) EUR/h per hour for founders or managing directors,
 - 400 (476) EUR/h per hour for Navigators with a C-level background and
 - 250 (297,50) EUR/h per hour for all other Navigators.

Stella Circle will inform the Member when their included consulting hours are exhausted and notify them of the applicable fees for additional consulting services.

- 11.3. Stella Circle will inform the Member when their included consulting hours are exhausted and notify them of the applicable fees for additional consulting services.
- 11.4. Additionally, in the cases outlined in Sections 8.2 and 8.5, the Member must pay a commission to Stella Circle. The commission amounts to 10% of the annual gross compensation the Member receives under the placed contract or supervisory board mandate. The commission is due upon commencement of the independent engagement by the Member (payment begins on the first day of the engagement). If the placed contract or supervisory board mandate is terminated by either the Member or the company after the engagement has begun, no refund of the commission will be granted.
- 11.5. The consulting fees and commission invoiced by Stella Circle must be paid within 10 business days after the invoice date via the bank account specified in the invoice.
- 11.6. The Member is required to use a payment method accepted by Stella Circle to pay the Membership Fee.
- 11.7. Stella Circle is entitled to suspend the Member's access to the Platform in accordance with § 320 BGB if payments are not received within five (5) days after their due date. Notification of this suspension may be sent in text form (a simple email is sufficient).
- 11.8. If payment collection for the Membership Fee fails, the Member will bear the associated additional costs, provided they are responsible for the failure. In the event of a returned direct

debit (e.g., due to insufficient funds, a non-existent account, or unauthorized opposition), the Member authorizes Stella Circle to reattempt the charge, with the Member being obligated to pay a processing fee of €2.50 per returned debit if they are responsible for the issue. Further claims by Stella Circle remain unaffected. The Member may provide evidence that no or lower costs were incurred due to the returned debit.

- 11.9. The Member is only entitled to offset their claims against Stella Circle's claims if their claims (a) have been legally established, (b) are undisputed, or (c) have been acknowledged by Stella Circle.

12. Usage Rights and Intellectual Property

- 12.1. The Platform and all content provided on the Platform or as part of the Membership, including texts, videos, graphics, logos, button icons, images, or data collections ("Content"), are subject to industrial property and copyright laws owned by Stella Circle or third parties that have granted usage rights to Stella Circle. Stella Circle grants the Member a limited, non-exclusive, and non-transferable right to access and use the Content for the duration of the Membership Agreement in accordance with these Membership Terms. No other rights, titles, or claims to the Content are granted to the Member.
- 12.2. If Stella Circle makes updates to the Platform during the term of the Membership Agreement, the above rights also apply to these updates.

13. Member-Provided Content

- 13.1. When using the Platform or certain services provided by Stella Circle, the Member may submit content (e.g., texts, images, videos, graphics, logos, or data collections) to Stella Circle. Stella Circle will use this content in accordance with the Membership Agreement. By providing this content, the Member grants Stella Circle a non-exclusive, geographically unrestricted license to use the content for service delivery purposes for the duration of the Membership. This includes the right to store, reproduce, format, reformat, technically modify, transmit, make accessible, and analyze the content either directly or through third parties, including statistical evaluation and processing.
- 13.2. The Member guarantees and warrants that they hold all necessary rights to the content or have a valid license to grant Stella Circle the rights specified in Section 13.1. The Member ensures that the content and its use by Stella Circle do not violate applicable legal provisions or infringe on any intellectual property or other third-party rights.

14. Liability

- 14.1. Stella Circle is liable for intent and gross negligence. In cases of slight negligence, Stella Circle is only liable for the breach of an essential contractual obligation (cardinal obligation), the fulfillment of which is a prerequisite for the proper execution of the contract and on which the Member regularly relies. In the event of a slightly negligent breach of an essential contractual

obligation, liability is limited to typical and foreseeable damages. Otherwise, liability is excluded. The exclusion of liability in this Section 14.1 does not apply to damages resulting from injury to life, body, or health, nor in cases of assumed guarantees or liability under the German Product Liability Act.

- 14.2. Claims for damages against Stella Circle, whether contractual or non-contractual, are subject to a limitation period of one year, starting from the date determined in § 199 (1) BGB (German Civil Code). However, the limitation period shall in any case expire no later than five years after the claim arises. The aforementioned limitations do not apply to claims for damages resulting from intentional or grossly negligent breaches, injury to life, body, or health, fraudulent concealment of a defect, the assumption of a guarantee, or liability under the German Product Liability Act.
- 14.3. The aforementioned exclusions and limitations of liability also apply in favor of Stella Circle's employees, vicarious agents, and other third parties that Stella Circle engages to fulfill the contract.

15. Warranty for the Platform

- 15.1. Stella Circle warrants that the Platform will have the agreed characteristics during the contract term and that, when used in accordance with the contract, the Platform will not infringe upon third-party rights.
- 15.2. Stella Circle shall remedy defects in the Platform, whether material or legal, in accordance with Section 15.4. Claims for damages due to defects are subject to the liability limitations in Section 14. Stella Circle is not liable for defects that existed at the time of contract conclusion, in accordance with § 536a (1) Alt. 1 BGB, unless they were intentionally concealed.
- 15.3. If Stella Circle commits a breach of duty outside the scope of material and legal defects, the Member must expressly notify Stella Circle and grant a reasonable grace period for remedying the breach. During this period, Stella Circle must be given the opportunity to properly fulfill the contract or otherwise rectify the issue.
- 15.4. Stella Circle shall remedy defects in the Platform at its discretion by either providing the Member with a new, defect-free version of the Platform, or correcting the defect. The defect correction may also involve providing the Member with reasonable alternatives to mitigate the defect's impact. In the case of legal defects, Stella Circle may, at its discretion, either (i) grant the Member the right to use the Platform as contractually agreed, (ii) replace or modify the Platform or affected elements so that the alleged infringement is removed without unreasonably impairing the Member's contractual use, or (iii) terminate the Membership Agreement and refund any prepaid fees for the remaining term after the termination date, in addition to paying damages in accordance with Section 14.
- 15.5. Warranty claims shall expire within one year. The limitation period begins from the date determined in § 199 (1) BGB.

16. Contract Term and Termination

- 16.1. The Membership Agreement is generally concluded for a duration of one (1) year from the date of contract signing ("Initial Contract Term").
- 16.2. After the expiration of the Initial Contract Term, the contract will automatically renew for an indefinite period unless it is terminated at least one month before the end of the Initial Contract Term. After renewal, either party may terminate the contract with a notice period of one month.
- 16.3. Termination must be made in writing and addressed either to Stella Circle or the Member.
- 16.4. The right to terminate the contract for cause remains unaffected.

17. Passive Membership

- 17.1. After completing one year of Membership, Members have the option to switch to a "passive" membership. The request for a switch to passive membership must be submitted at least one month before the expiration of the Initial Contract Term, in accordance with Section 3.7.
- 17.2. The duration of passive membership is again one (1) year and will renew in accordance with Section 16.2. Members may apply at any time to switch from passive back to active membership under Section 3.7.
- 17.3. During passive membership, Members remain listed in the Stella Circle database as "Passive Members." Depending on capacity and the availability of Navigators, Passive Members may access consulting services as defined in Section 5, which are billed separately based on effort, according to Section 11.2, sentence 2. Passive membership does not include a fixed allotment of consulting hours.
- 17.4. Since Passive Members remain in the database, they may still receive job offers through the Platform. If a Passive Member secures an independent engagement as outlined in Section 8 through this process, they are required to pay a commission in accordance with Section 11.4.
- 17.5. The Membership Fee for passive membership is reduced as follows, depending on the Member's original membership level:
 - 20 % of the standard Membership Fee for Lunas and Novas,
 - 15% of the standard Membership Fee for Stellas.

The fee calculation is based on the Membership Fee applicable to the Member at the time of contract conclusion.

18. Miscellaneous Provisions

- 18.1. These Membership Terms and the Membership Agreement, including its formation, are subject to German law. For consumers residing in the EU, the mandatory consumer protection laws of their country of residence apply, provided they are more advantageous than German law.

- 18.2. If any provision of these Membership Terms, or any future addition, is or becomes wholly or partially invalid or unenforceable, or later loses its validity or enforceability, this shall not affect the validity of the remaining provisions of these Membership Terms.
- 18.3. Stella Circle does not participate in dispute resolution procedures before a consumer arbitration board. The European Commission has established an online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>. Consumers may use this online dispute resolution platform for the out-of-court resolution of disputes arising from online contracts for goods or services.

19. Withdrawal Policy

If the Member is a consumer, they have the following right of withdrawal:

Cancellation Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without providing any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must inform us (Stella Circle GmbH, Rosenstr. 2, 10178 Berlin, Phone: +49 30 7543 8820, Email: agency@stellacircle.com) via a clear statement (e.g., a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient to send the notification of withdrawal before the deadline expires.

Consequences of Withdrawal: If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except for additional costs arising from choosing a different type of delivery than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the date we receive your withdrawal notification. We will process the refund using the same payment method used in the original transaction unless explicitly agreed otherwise. You will not be charged any fees for this refund.

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

- To Stella Circle GmbH, Rosenstr. 2; 10178 Berlin; Phone: +49 30 7543 8820, Email: agency@stellacircle.com.
- I/we (*) hereby withdraw from the contract concluded by me/us (*) regarding the purchase of the following goods /the provision of the following service (*):
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if submitted on paper)
- Date

(*)Delete as applicable.