Terms and Conditions

Speaker Audit and agency partnership · Version of November 16, 2026 · English translation, the German version prevails

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§ 1 Scope

(1) These General Terms and Conditions (Terms) apply to all contracts between the Client and Niehues Consulting, Marin Niehues, An Sankt Swidbert 1, 40489 Düsseldorf, Germany (Contractor, brand "Stage Starter") for the Speaker Audits (Compact and Premium) and the agency partnership for designing, promoting and submitting talks to conferences (together "Services").

(2) These Terms apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), that is, natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their

commercial or independent professional activity. By accepting the offer, the Client confirms that it acts as an entrepreneur.

(3) If it turns out that a Client, contrary to its confirmation, acted as a consumer within the meaning of Section 13 BGB, the mandatory statutory consumer protection provisions remain unaffected and take precedence over this clause. In that case the Contractor may withdraw from the contract to the extent that providing the Services to a consumer on the agreed terms cannot reasonably be expected of it.

(4) Conflicting or deviating terms of the Client do not become part of the contract, even if the Contractor does not expressly object to them.

§ 2 Conclusion of contract

(1) These Terms do not in themselves create any obligation to perform. The contract is concluded when the Client accepts the offer made to it, usually by email, for example by express consent in text form or by payment.

(2) An initial call is non-binding and does not oblige either party to work together.

(3) The Speaker Audit Compact, the Speaker Audit Premium and the agency partnership are separate Services, each commissioned separately.

(4) The offer takes precedence over these Terms. If the offer accepted by the Client regulates a point differently from these Terms or supplements them, the provision in the offer applies. In case of doubt, the offer prevails. Where the offer contains no provision, these Terms apply.

§ 3 Description of services: Speaker Audit

(1) The Speaker Audit is offered in two versions: the Speaker Audit Compact (German: Kompakt) and the Speaker Audit Premium. Which version is owed follows from the offer. "Speaker Audit" in these Terms means both versions unless stated otherwise.

(2) The Speaker Audit Premium comprises a 30-minute kick-off meeting, the Contractor's review of the materials submitted by the Client (classification of the speaker persona, assessment of the current position, proposed topic and approach, next steps, summarized in a written roadmap) and a joint 60-minute review meeting. The Contractor usually completes the review within one month of the kick-off meeting. If the Client does not provide materials, information or appointments in good time, this period is extended accordingly.

(3) The Speaker Audit Compact is carried out entirely in writing. The Client answers the questions of an online form and uploads the attachments requested there. The Contractor evaluates the information according to a fixed framework and sends the Client a written evaluation in text form, as a rule within five to ten working days of receiving the complete information. In exceptional cases, for example with particularly extensive material, this period may be extended; the Contractor will inform the Client accordingly. A kick-off meeting, a review meeting, personal conversations and an individually developed story are not part of the Speaker Audit Compact.

(4) Every Speaker Audit is a service contract within the meaning of Section 611 BGB. The Contractor owes the careful review and evaluation of the submitted materials to the best of its professional judgment, not any particular content outcome, rating or economic result for the Client.

(5) The audit is based exclusively on the materials and information provided by the Client in good time. The Client is responsible for their accuracy and completeness. For the Speaker Audit Compact, the Contractor does not check the information and attachments for accuracy; the evaluation is based on the information given in the form.

§ 4 Description of services: agency partnership

(1) Under the agency partnership, the Contractor provides, on an ongoing basis against a monthly fee (retainer), the services of the package booked by the Client. Which services are owed, and to what extent, follows from the offer. They may include in particular: designing the Client's talk, writing abstracts in several versions for suitable calls for papers, researching suitable conferences, submitting the application documents in the Client's name including monitoring the respective submission deadlines, and following up with organizers after submission. The Contractor does not owe services that are not part of the booked package. A service is owed only if the offer expressly names it; in case of doubt, it is not included.

(2) The agency partnership is a service contract within the meaning of Section 611 BGB, not a contract for work. The Contractor owes careful and professional activity, not the achievement of a particular result. In particular, the Contractor does not owe the acceptance, confirmation or invitation of the Client as a speaker by any conference or organizer. The selection of speakers is decided solely by the respective organizers according to their own criteria, which are not set by the Contractor.

(3) The Client gives the talk in person. The Contractor does not appear at any conference as a speaker or as a contracting party of the event.

(4) The Contractor's service for a conference ends with the organizer's invitation or confirmation. Everything after that lies with the Client, in particular accepting or declining the invitation, coordinating with the organizer, preparing and giving the talk, traveling, and all consequences of a cancellation, postponement or no-show. This does not apply where the offer provides otherwise or where a service is expressly part of the commissioned services. The Client indemnifies the Contractor against third-party claims arising from a cancellation or no-show by the Client.

(5) The Contractor may use its own employees, freelancers and subcontractors to provide its services. It remains responsible to the Client for their performance.

§ 5 Authority to submit and approval

(1) The Client authorizes the Contractor within the meaning of Sections 164 et seq. BGB to submit application documents (in particular abstracts and speaker profiles) to conference organizers in the Client's name, to confirm submissions and to communicate with organizers about the status of a submission.

(2) This authority is limited to submission and communication during the application process. It does not include concluding contracts with organizers, in particular accepting a speaking slot, signing participation or speaker agreements, or assuming any other obligations towards third parties in the Client's name. The Client takes these steps itself.

(3) Before the Contractor starts submitting, the Client approves the talk concept and the abstract versions once and in general. After this general approval, the Contractor may create and submit further abstract versions adapted to individual calls for papers within the approved concept without separate approval, unless the parties agree otherwise in an individual case.

(4) The Client is responsible for the accuracy of all information about its person, qualifications and company that goes into the application documents. The Contractor is not liable for damage resulting from incorrect or incomplete information provided by the Client.

(5) The authority also covers creating and managing accounts on submission and event platforms (for example Sessionize) in the Client's name, accepting the platform terms required for their use, storing there the information and documents required for the application (in particular name, contact details, photo, speaker profile and abstracts) and transmitting them to organizers. When the contract ends, the Contractor hands over the login details of these accounts to the Client.

§ 6 Client's duty to cooperate

(1) The Client provides the materials, information and details required for the audit and the agency partnership in good time and in the agreed form.

(2) The Client attends agreed appointments and gives requested approvals without culpable delay. If the Contractor's performance is delayed by late cooperation of the Client, agreed deadlines are extended accordingly, without the Client having any claims because of this delay.

(3) For all online appointments, the Client ensures a working internet connection and suitable hardware.

(4) The Client warrants that it holds the rights required for the use, under this contract, of all materials it provides to the Contractor (in particular photos, videos, slides, texts and logos), including the consent of any persons depicted. It grants the Contractor the rights of use needed to perform the contract and indemnifies the Contractor against third-party claims for infringement of such rights.

§ 7 Credit for the Speaker Audit

(1) If the Client books a further paid Service of the Contractor following a completed Speaker Audit, in particular the agency partnership or, after a Speaker Audit Compact, the Speaker Audit Premium, the net amount paid for the Speaker Audit is credited against the fee for that Service.

(2) The credit applies to bookings within 30 days of a Speaker Audit Compact and within 90 days of a Speaker Audit Premium. The period starts on the day after the written evaluation (Compact) or the written roadmap (Premium) has been delivered. A Service is booked as soon as the Client accepts the offer in text form (§ 2 (1)); it is sufficient for the acceptance to be received within the period. After this period, the credit lapses.

(3) Only one Speaker Audit is credited, namely the one with the highest price whose period is still running at the time of booking. If a Speaker Audit Compact was credited against the Speaker Audit Premium, the Speaker Audit Premium counts at its full price for any later credit.

(4) The credit is applied to the invoices for the booked Service in their order. The amount is not paid out.

§ 8 Fees and payment

(1) All prices stated are net prices plus statutory VAT.

(2) The Speaker Audit is invoiced after conclusion of the contract and is payable in full in advance, for the Speaker Audit Premium at the latest before the kick-off meeting, for the Speaker Audit Compact before the evaluation begins.

(3) The fee for the agency partnership is agreed individually in the respective offer and invoiced monthly in advance. Unless agreed otherwise, invoices are payable without deduction within 14 days of receipt.

(4) A one-off setup fee is charged for starting the agency partnership, payable with the first invoice. Its amount depends on the booked package: 1,000 euros net for Basic and Silver, 2,500 euros net for Gold and Black. It does not apply if a fixed term of at least six months is agreed.

(5) If the Client is in default of payment, the Contractor may withhold further performance, in particular new submissions, until outstanding invoices are settled. The statutory provisions on default of payment remain unaffected.

(6) Third-party costs are not included in the fee and are borne by the Client, in particular travel and accommodation costs, participation, ticket and submission fees, costs of paid speaking or sponsorship slots and platform fees. The Contractor makes submissions that incur costs only with the Client's prior consent in text form.

(7) The Contractor may adjust the fee for the agency partnership. It announces a price adjustment in text form at least one month before it takes effect. If the adjustment takes effect during a fixed term, the Client has a special right to terminate the contract as of the date the adjustment takes effect, which it may exercise in text form until that date. The announcement points out this right.

§ 9 Term and termination of the agency partnership

(1) The term follows the model agreed in the offer: either terminable monthly or with a fixed term of up to 24 months. With a monthly term, either party may terminate with 30 days' notice to the end of a month. A fixed term cannot be terminated ordinarily during its duration; after it expires, the contract continues on a monthly basis and may be terminated with 30 days' notice to the end of a month, unless the offer provides otherwise.

(2) The right of both parties to terminate for good cause remains unaffected.

(3) If the Client terminates early during a fixed term without good cause, the Contractor's claim to the agreed fee remains, less any expenses saved.

(4) When the contract ends, all open submissions pass to the Client. The Contractor hands over to it an overview of the open submissions with conference, deadline and status. The Client takes over all further handling, in particular replies to organizers and decisions on invitations. The authority under § 5 expires when the contract ends.

§ 10 Cancellation and rescheduling of appointments

(1) The Client may reschedule an agreed appointment (kick-off or review meeting of the Speaker Audit Premium, regular coordination meetings of the agency partnership) free of charge up to 7 calendar days in advance.

(2) For rescheduling between 7 calendar days and 48 hours before the appointment, one free rescheduling is possible. For a cancellation within this period, 50 percent of the fee attributable to the appointment is payable.

(3) For a cancellation less than 48 hours before the appointment or a no-show, the full fee remains payable and rescheduling is excluded. The Client may prove that less or no damage was incurred.

(4) If the Contractor cancels an appointment for a legitimate reason, a replacement appointment is arranged promptly.

§ 11 Rights of use in texts created

(1) Upon full payment for the respective service, the Contractor grants the Client a simple right of use, unlimited in time and place, in the texts created for it (in particular talk concept and abstracts) for the purposes of applying to conferences and for the talk itself.

(2) Until full payment, the texts may be used only for review and approval by the Client; the Client may not submit them itself until then.

(3) The Contractor may name the Client as a reference, in particular with name, company, logo, industry and conference appearances achieved. The Client may object to being named at any time in text form. The Contractor then removes the reference from its online presence within a reasonable period; materials already printed or sent out remain unaffected.

§ 12 Speaker Cockpit and data provided

(1) For the duration of the contract, the Contractor may grant the Client personal access to an online area (Speaker Cockpit) in which it provides submissions, dates, research and further information on the partnership. There is no entitlement to uninterrupted availability, to a particular range of functions or to the unchanged continuation of the Speaker Cockpit, unless the offer provides otherwise. Access is personal, non-transferable and ends when the contract ends.

(2) All data, information and content that the Client receives through the Contractor, in particular conference lists, research, analyzes, contact persons and their contact details as well as the content of the Speaker Cockpit, remain the property of the Contractor; all rights in them belong exclusively to the Contractor. § 11 applies to the texts created for the Client.

(3) The Client may use this data solely for the purpose of this contract, that is, for its own applications and appearances as a speaker. Any other use is prohibited, in particular passing it on to third parties, selling it, transferring it into its own or third-party databases and using it for advertising, sales or acquisition. This also applies after the contract ends. The Client may continue to handle the open submissions handed over under § 9 (4).

(4) Insofar as this data is personal data, in particular contact details of contact persons at organizers, the Client processes it under its own data protection responsibility and only within the scope of paragraph 3.

(5) If the Client breaches paragraph 3, the Contractor may block access to the Speaker Cockpit and terminate the contract for good cause. Further claims remain unaffected.

§ 13 Confidentiality

(1) Both parties undertake to keep confidential all confidential information of the other party that becomes known to them in connection with the contract and not to pass it on to third parties, unless the other party has expressly consented or there is a statutory or official disclosure obligation.

(2) Information is not confidential if it is already generally known, was already known to the other party without a confidentiality obligation, or is disclosed to it by a third party without breach of duty.

(3) This obligation continues after the end of the contract.

§ 14 Liability

(1) The Contractor is liable without limitation for intent or gross negligence, for injury to life, body or health and under the German Product Liability Act.

(2) In the event of a slightly negligent breach of an essential contractual obligation, that is, an obligation whose fulfillment makes the proper performance of the contract possible in the first place and on whose observance the Client may regularly rely, liability is limited in amount to the typical damage foreseeable at the time the contract was concluded. Lost profit and the Client's business success, in particular a lack of acceptance by conferences, do not count as recoverable damage.

(3) Otherwise, the Contractor's liability is excluded.

(4) These limitations of liability also apply in favor of the Contractor's legal representatives, employees and vicarious agents.

(5) The Contractor is not liable for decisions, acts or omissions of conference organizers, in particular not for the rejection of a submission.

§ 15 Data protection

Information on the processing of personal data in the course of the partnership can be found in the privacy policy at stage-starter.com/privacy/.

§ 16 Transitional provision for existing clients

For contracts concluded before September 29, 2026 under the Terms for coaching and training services (version of July 17, 2026), that version continues to apply. For contracts concluded from September 29 to November 10, 2026, the version of these Terms dated September 29, 2026 applies, and for contracts concluded from November 11 to November 16, 2026, the version dated November 11, 2026. These Terms apply to all contracts for the Speaker Audit and the agency partnership newly concluded from November 17, 2026.

§ 17 Final provisions

(1) Amendments or additions to this contract require text form. This also applies to waiving this form requirement.

(2) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(3) To the extent legally permissible, the place of performance and place of jurisdiction for all disputes arising from this contract is the Contractor's registered office in Düsseldorf.

(4) Should any provision of these Terms be or become invalid, the remaining provisions remain unaffected. The invalid provision is replaced by the statutory provision.

(5) These Terms are available in German and in this English translation. In the event of any discrepancy between the two versions, the German version prevails.

Earlier versions are available in German only: version of November 11, 2026 for contracts concluded from November 11 to November 16, 2026, version of September 29, 2026 for contracts concluded from September 29 to November 10, 2026, and Terms for coaching and training services (version of July 17, 2026) for contracts concluded before September 29, 2026.