

# Client Referral Programme – Terms and Conditions

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## Preamble

These Terms and Conditions (hereinafter "Referral Terms") govern participation in the Client Referral Programme (hereinafter "Programme") offered by Geostrategists Consulting GmbH, Bad Kötzting (hereinafter "Geostrategists") for members of the Geostrategists Expert Network (hereinafter individually "Expert").

These Referral Terms supplement the General Terms and Conditions of Geostrategists Consulting GmbH for Consultants ("Expert Network") (hereinafter "GTC"). To the extent that these Referral Terms do not contain deviating provisions, the provisions of the GTC apply. In particular, the definitions set out in Section 1.2 of the GTC apply accordingly. In the event of any conflict between these Referral Terms and the GTC, the GTC shall prevail unless these Referral Terms expressly provide otherwise.

Participation in the Programme is voluntary and does not affect the Expert's existing rights and obligations under the GTC.

## 1. Programme Description and Eligibility

### 1.1 Programme Description

The Programme enables Experts to refer companies as potential clients to Geostrategists (hereinafter each a "Referral"). If a Referral leads to one or more projects, the referring Expert (hereinafter "Referrer") receives a referral bonus in accordance with Section 3.

### 1.2 Eligibility

Participation in the Programme is open to all Experts who are members of the Geostrategists Expert Network and whose membership has not been terminated or suspended at the time of submitting a Referral, and who have accepted both the GTC and these Referral Terms.

### 1.3 Submission

Referrals must be submitted exclusively through the referral form provided in the Geostrategists Expert Portal (hereinafter "Portal"). Referrals submitted by other means (e.g. email, telephone, or informal communication) do not qualify under the Programme.

### 1.4 No Authority to Bind

Participation in the Programme does not authorise or entitle the Expert to act on behalf of Geostrategists, to make offers, to accept engagements, or to make commitments of any kind to third parties in the name of Geostrategists.

## 2. Referral Review

### 2.1 Review Process

Geostrategists reviews all submitted Referrals. Submission of a Referral does not constitute acceptance into the Programme. Geostrategists decides at its sole discretion whether a Referral qualifies for the Programme.

### 2.2 Qualification Criteria

A Referral qualifies for the Programme if all of the following conditions are met:

- (a) The referred company is not already a Geostrategists client or in active discussions with Geostrategists at the time of submission.
- (b) The Referrer is not the decision-maker for the engagement of external consultants at the referred company.
- (c) The Referral was not previously submitted by another Expert. In the case of duplicate submissions, the first valid submission takes precedence.
- (d) Geostrategists was not already in contact with the specific department or decision-maker at the referred company regarding a comparable need at the time of submission.

### 2.3 Rejection

Geostrategists may reject Referrals without being required to state reasons. Geostrategists will inform the Referrer of whether a Referral has been accepted or rejected within a reasonable timeframe.

## 3. Referral Bonus

### 3.1 Bonus Amount

The Referrer receives a bonus equal to 5% of the net revenue (before VAT) that Geostrategists generates from projects with the referred client.

### 3.2 Referral Period

The bonus applies to all projects with the referred client that are initiated within 12 months of the submission of the Referral (hereinafter "Referral Period"). The bonus obligation for a project initiated within the Referral Period continues for the full duration of that project, even if the project extends beyond the Referral Period. Projects initiated after the expiry of the Referral Period do not give rise to any bonus entitlement.

### 3.3 Payment

The referral bonus is payable monthly after the corresponding project revenue has been received by Geostrategists from the client. Payment follows the same procedure as the

Expert's regular project compensation (credit note procedure pursuant to Section 7 of the GTC).

## **3.4 Taxes**

The Referrer is solely responsible for any tax obligations arising from bonus payments. The tax treatment follows the principles set out in Section 7 of the GTC.

## **4. Exclusions**

No bonus shall be payable in the following cases:

- (a) The Referral does not meet the qualification criteria set out in Section 2.2.
- (b) The Referrer's membership in the Expert Network was terminated or suspended at the time the Referral was submitted. Bonus entitlements arising from Referrals submitted during active membership remain unaffected by subsequent termination or resignation, unless the Referrer has been excluded from the Programme pursuant to Section 6.3.
- (c) The Referral constitutes a self-referral, i.e. the Referrer refers a company in which they hold a management position, ownership stake, or act as the primary decision-maker for the engagement of external consultants.
- (d) The Referrer has provided materially false or misleading information in the referral submission.

## **5. Data Protection**

### **5.1 Referrer's Responsibility**

By submitting a Referral, the Referrer confirms that they are entitled to share the contact details of the referred person and that doing so does not violate any data protection obligations or duty of confidentiality owed to third parties.

### **5.2 Data Processing by Geostrategists**

Geostrategists processes the personal data of the referred person solely for the purpose of evaluating and pursuing the Referral and, where applicable, for subsequent business development activities. Further details are set out in the Privacy Policy available at <https://www.geostrategists.de/en/privacy>.

## **6. Programme Changes and Termination**

### **6.1 Changes**

Geostrategists reserves the right to modify these Referral Terms at any time. Material changes will be communicated to Experts with reasonable notice. Changes to the bonus amount, percentage, or structure apply only to Referrals submitted after the effective date of the change and do not affect Referrals that have already been submitted and are still within their Referral Period.

## **6.2 Termination**

Geostrategists may terminate the Programme at any time. Bonus entitlements arising from Referrals submitted before the termination of the Programme remain unaffected, provided the respective qualification criteria continue to be met.

## **6.3 Individual Exclusion**

Geostrategists may exclude individual Experts from the Programme, in particular in the event of misuse or breach of these Referral Terms or of the GTC.

## **7. Final Provisions**

### **7.1 Relationship to the GTC**

For all matters not addressed in these Referral Terms, the provisions of the GTC apply, in particular regarding Liability (Section 12 of the GTC), Applicable Law and Jurisdiction (Section 13 of the GTC), and Final Provisions (Section 14 of the GTC).

### **7.2 No Entitlement to Continuation**

Participation in the Programme does not establish any entitlement to the continuation of the Programme or to future bonus payments beyond the scope of these Referral Terms.

### **7.3 Contract Language**

The contract language is German and also English, whereby the German version shall prevail. In case of any ambiguity or discrepancy, the German version shall be authoritative.