

Expert Call Terms – Terms and Conditions for Expert Calls

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Preamble

These Terms and Conditions for Expert Calls (hereinafter “Expert Call Terms”) govern the collaboration between Geostrategists Consulting GmbH, Bad Kötzting, Germany (hereinafter “Geostrategists”), and professional experts (hereinafter “you” or “Expert”) who provide expert services commissioned by Geostrategists in the context of individual Expert Calls.

Expert Calls are time-limited, oral knowledge transfer sessions (typically 30–60 minutes) in which you provide professional assessments on a defined topic to a client of Geostrategists. Expert Calls constitute services; you do not owe a specific work result and are not required to produce deliverables.

These Expert Call Terms constitute a standalone agreement. They do not require membership in the Geostrategists Expert Network.

If you wish to participate in Consulting Projects, access network services beyond Expert Calls, or streamline the process for future Expert Calls (e.g. through stored profile and payment data), you may join the Expert Network, in which case the General Terms and Conditions for Experts also apply.

1. Formation of Contract and Engagement

1.1 These Expert Call Terms become effective once you accept them in text form (§ 126b of the German Civil Code (BGB)), by electronic confirmation, or by express oral consent with subsequent documentation by Geostrategists.

1.2 An individual Expert Call is formed when you accept a call invitation transmitted by Geostrategists. The call invitation contains at minimum: the topic of the call, the intended duration, the remuneration, and – unless anonymised – the client.

1.3 You are free to decline any call invitation without giving reasons. Geostrategists is not obligated to transmit call invitations to you.

2. Independent Contractor Status

2.1 You act as an independent contractor and not as an employee, commercial agent, or authorised representative of Geostrategists. No employment relationship exists between you and Geostrategists.

2.2 You determine the place of your service provision and the technical equipment you use at your own discretion. The timing of the Expert Call is agreed upon mutually.

2.3 You are responsible for the tax treatment of your remuneration under the law applicable to you. Geostrategists does not withhold or remit any taxes or social security contributions for you.

3. Remuneration

3.1 You receive a fee for each completed Expert Call based on the hourly rate agreed in advance. Remuneration is time-based and calculated proportionally according to the actual call duration, subject to a minimum billable duration of 30 minutes.

3.2 If you terminate a call for compliance reasons pursuant to Section 5, the agreed minimum duration is remunerated.

3.3 The fee is exclusive of statutory value-added tax (VAT), where applicable. Billing is conducted via the self-billing (Gutschriftverfahren) method: Geostrategists issues a credit note in your name and on your behalf. You shall provide Geostrategists with all information required for the credit note in a timely manner (in particular bank details, VAT status, and VAT identification number where applicable). You must review credit notes promptly upon receipt and notify Geostrategists of any errors within 14 days; after expiry of this period, the credit note is deemed accepted.

3.4 Payment is made within 7 business days of Geostrategists receiving the client's payment, provided all information required for the credit note has been received. The client has a payment term of 30 days towards Geostrategists.

4. Confidentiality

4.1 You undertake to treat as confidential all information that becomes known to you in connection with an Expert Call. This includes in particular:

- (a) the identity of the client (to the extent known),
- (b) the subject matter and content of the call,
- (c) the questions and interests of the client,
- (d) the fact of the engagement itself, and
- (e) the procedures, processes, and business practices of Geostrategists.

4.2 You may use confidential information exclusively in the context of the respective Expert Call and must not use it for your own purposes. In particular, you must not make any investment, trading, or other business decisions on the basis of confidential information, nor disclose such information to any third party.

4.3 The confidentiality obligation applies indefinitely.

4.4 Excluded from the confidentiality obligation is information that (a) was already publicly known at the time of disclosure, (b) becomes publicly known without fault on your part, or (c) was already lawfully known to you without a confidentiality obligation prior to disclosure.

5. Compliance Rules

5.1 No non-public information. You may only share assessments and knowledge based on your general professional expertise and publicly available information. The disclosure of material non-public information (“MNPI”) is prohibited. This includes in particular: non-public government plans, unpublished regulatory proposals, confidential business strategies of third parties, and inside information within the meaning of Art. 7 of the Market Abuse Regulation (EU) No. 596/2014 (MAR).

5.2 No information about your current employer. If you are employed by or mandated by a company, organisation, or government body, you must not disclose confidential information of that employer or principal.

5.3 Conflicts of interest. Prior to each Expert Call, you must assess whether a conflict of interest exists – in particular whether you are currently engaged with an organisation that is the subject of the Expert Call or that directly competes with the client or its end client. If conflicts exist, you must notify Geostrategists immediately and decline the Expert Call.

5.4 Right and obligation to terminate. If an Expert Call unexpectedly touches upon topics that you are not permitted to discuss (in particular MNPI or confidentiality obligations towards third parties), you must terminate the Expert Call immediately and notify Geostrategists without delay. Your remuneration pursuant to Section 3.2 remains unaffected.

5.5 Pre-call confirmation. Geostrategists may transmit project-specific screening questions to you prior to an Expert Call. You must answer these truthfully. Completion of the screening is a prerequisite for participation in the Expert Call.

5.6 Review of your own obligations. Before participating in an Expert Call, you must review your own contractual obligations – in particular employment agreements, consulting agreements, non-disclosure agreements, compliance policies, and codes of conduct of your employer or principal. By accepting a call invitation, you confirm that your participation does not violate any such obligations.

5.7 No investment or financial advice. You must not provide investment advice, financial advice, or any recommendations regarding securities, investment decisions, or financial

instruments during an Expert Call. This includes in particular buy, sell, or hold recommendations for securities, valuations of individual financial instruments, and forecasts of price movements. You may provide geopolitical and country-specific assessments that the client may consider as one of several factors in their own decision-making; however, a targeted recommendation regarding a specific investment decision is not permitted.

5.8 Own expertise. You must base your assessments and substantive statements during an Expert Call on your own professional expertise and personal experience. The use of AI tools (in particular large language models such as ChatGPT or comparable services) to generate answers in real time during an Expert Call is not permitted. Furthermore, you must not enter any confidential information within the meaning of Section 4 into AI tools.

5.9 Restrictions during pending corporate transactions. If you serve as a board member, executive officer, or in a comparable capacity at a company that is subject to a pending acquisition, merger, public tender offer, or initial public offering (IPO), you must not participate in Expert Calls relating to that company or the relevant transaction. This restriction applies until the completion or public termination of the respective process.

5.10 Sanctions compliance. You confirm that you are not listed on any sanctions list maintained by the European Union, the United Nations, the US Office of Foreign Assets Control (OFAC), or the UK Office of Financial Sanctions Implementation (OFSI), and that you are not owned or controlled by any sanctioned person or entity. You undertake to notify Geostrategists immediately if your status changes in this regard. Geostrategists is entitled to terminate the cooperation with immediate effect if you are in breach of sanctions regulations or are placed on a sanctions list.

6. Recording and Transcription

6.1 By accepting these Expert Call Terms, you consent to Geostrategists recording or transcribing Expert Calls. You will be informed prior to the start of any recorded Expert Call.

6.2 A client may only record an Expert Call if both Geostrategists and you have given prior consent.

6.3 You are not permitted to record or transcribe any Expert Call – whether by technical means, AI tools, personal devices, or any other method.

6.4 Recordings and transcripts produced by Geostrategists or with its consent are services of Geostrategists. All rights therein belong to Geostrategists. The client is granted a non-exclusive right of use for internal purposes. Your professional knowledge remains unaffected.

7. Liability and Indemnification

7.1 You are liable for damages caused intentionally or through gross negligence in connection with an Expert Call. For simple negligence, you are liable only in cases of breach of material contractual obligations (cardinal obligations); in such cases, liability is limited to the foreseeable, typically occurring damage.

7.2 You shall indemnify and hold harmless Geostrategists and its clients against all third-party claims arising from an intentional or grossly negligent breach of these Expert Call Terms by you – in particular from the disclosure of confidential information (Section 4), the violation of compliance rules (Section 5), or the provision of false information to Geostrategists or the client. The indemnification includes reasonable costs of legal defence. It does not apply to claims arising from conduct by Geostrategists or the client.

8. Non-Circumvention

8.1 You undertake, for a period of 12 months following the last completed Expert Call, not to knowingly enter into a direct business relationship with any client that became known to you through Geostrategists in the context of an Expert Call, insofar as such relationship circumvents the services of Geostrategists.

8.2 The non-circumvention obligation does not apply where you demonstrate a pre-existing business relationship with the client that was established independently of Geostrategists.

9. Data Protection

9.1 Geostrategists processes your personal data (in particular name, contact details, professional qualifications, remuneration data) for the purpose of contract initiation, performance, and settlement, as well as to contact you regarding future Expert Calls. The legal basis is Art. 6(1)(b) GDPR (performance of contract) and Art. 6(1)(f) GDPR (legitimate interest in maintaining the business relationship and contacting you for future Expert Calls).

9.2 Further information on data processing, your rights as a data subject, and the contact details of the controller can be found in the privacy policy at www.geostrategists.de/privacy.

9.3 You consent to Geostrategists transmitting an anonymised or – with your prior consent – personalised summary of your professional qualifications to the client, insofar as this is necessary for the matching process.

10. Relationship to the Expert Network

10.1 Acceptance of these Expert Call Terms does not establish membership in the Geostrategists Expert Network and does not create any entitlement to network services (such as tools, insights, community, Client Referral Programme, or other resources).

10.2 If you wish to participate in Consulting Projects, access network services beyond Expert Calls, or streamline the process for future Expert Calls, you may apply for admission to the Expert Network and thereby accept the General Terms and Conditions for Experts at any time.

10.3 In the event of membership in the Expert Network, the General Terms and Conditions for Experts take precedence over these Expert Call Terms to the extent they contain more extensive or different provisions.

11. Final Provisions

11.1 Amendments and additions to these Expert Call Terms require text form. Geostrategists may amend these Expert Call Terms with 30 days' advance notice. If you do not object within this period, the amended Expert Call Terms are deemed accepted. For Expert Calls already confirmed, the Expert Call Terms in effect at the time of confirmation apply.

11.2 Should any provision of these Expert Call Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that most closely approximates the economic purpose of the invalid provision.

11.3 The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is, to the extent legally permissible, the registered seat of Geostrategists.

11.4 The contract language is German and English; the German version shall prevail.