

General Terms and Conditions of Geostrategists Consulting GmbH for Experts (“Expert Network”)

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Preamble

These General Terms and Conditions (“GTC”) govern membership in the Expert Network of Geostrategists Consulting GmbH and – where applicable – the cooperation between Geostrategists Consulting GmbH and the members of the Expert Network. In addition, the General Terms and Conditions for Clients, the Expert Call Terms as amended from time to time, and the Privacy Policy available at www.geostrategists.de/privacy apply. The application of any general terms and conditions of the Experts is explicitly excluded. In relation to these GTC, any deviating individual provisions in project-specific agreements shall take precedence.

1. Basic Provisions

1.1 Contracting Parties

These GTC govern the business relationships between Geostrategists Consulting GmbH, Bad Kötzing (hereinafter “Geostrategists”), and the members of the Expert Network (hereinafter individually “Expert” – all genders; collectively the “Expert Network”).

The Expert Network comprises three membership types:

- a) self-employed Experts – natural persons or sole proprietorships available for project work;
- b) company representatives – natural persons designated as contact and subject-matter lead by a company acting as Expert for Geostrategists;
- c) network-only members – members not available for project work, for whom exclusively Sections 1, 2.3, 2.4, 9.1–9.6, 10, 11.1, 11.3, 13, and 14 of these GTC apply.

1.2 Definitions

1.2.1 Consulting Project

A Consulting Project refers to a single, time-bound and specifically defined engagement where Geostrategists deploys one or more Experts to provide defined services for a Client. The Consulting Project begins with the Client's order confirmation. The order confirmation can occur through an explicit acceptance of the offer by an authorised representative in text form (§ 126b of the German Civil Code (BGB)) or

through the transmission of a corresponding purchase order. The Consulting Project ends with the complete delivery of services or through termination.

1.2.2 Expert Call

An Expert Call is a time-limited knowledge transfer session in which an Expert conveys their specialist knowledge orally to the Client or its End Client. Expert Calls are compensated on a time basis according to the agreed hourly or per-minute rate; there is no obligation to produce deliverables. For Expert Calls, the Expert Call Terms additionally apply.

Consulting Projects and Expert Calls are collectively referred to as “Projects” in these GTC, unless explicitly distinguished.

1.2.3 Client

Clients are companies and organisations that use the services of Geostrategists. Upon expressing their interest, they initially become “potential Clients”, and upon conclusion of a contract, they become “Clients”.

1.2.4 End Client

End Client always refers to the ultimate recipient of the respective services within the scope of a Consulting Project or an Expert Call. Client and End Client may be different entities, particularly when the Client provides consulting services for third parties, acts as an investor or intermediary, or commissions services for affiliated companies.

1.3 No Obligation to Procure or Accept Assignments

The Expert is not entitled to demand the procurement of assignments by Geostrategists. Conversely, there is also no obligation for the Expert to accept proposed Projects.

1.4 Incorporation and Validity of the GTC

The application of any general terms and conditions of an Expert is explicitly excluded. Deviating agreements require the express consent of Geostrategists in at least text form.

2. Services and Business Model

2.1 Service Portfolio

Geostrategists connects Clients with Experts, primarily in the fields of geopolitics and country-specific expertise. Services are delivered in two main formats:

- a) Consulting Projects: engagements with a defined scope of services and an agreed project framework pursuant to Section 1.2.1; and
- b) Expert Calls: time-limited knowledge transfer sessions pursuant to Section 1.2.2.

The service portfolio includes in particular:

- analysis & risk management,
- strategy consulting,
- business development,
- government & public affairs,
- public funding advisory,
- coaching,
- speaker services,
- knowledge on demand (particularly Expert Calls),
- PR & communications,
- deal advisory,
- HR,
- crisis management,
- executive services,
- project management and interim management, and
- other specialist services.

2.2 Business Model

Geostrategists provides the project-wide administrative coordination and quality assurance vis-à-vis the Client and also concludes the consulting contract directly with the Client. The respective Expert or Experts are deployed as subcontractors of Geostrategists. The final selection of the respective Expert(s) is made by the Client. Within the scope of the Consulting Project, the Experts serve as the direct points of contact for the Client or End Client on subject-matter issues.

2.3 Expert Network

Membership as an Expert in Geostrategists' Expert Network establishes:

- no exclusivity obligation for the Expert,
- no minimum availability for Projects,
- no guaranteed Project placements by Geostrategists, and
- no employment relationships whatsoever.

2.4 Network Services

Geostrategists offers the Expert the opportunity to contribute to and participate in interesting projects as an Expert. The Network additionally offers the following on a voluntary basis:

- access to resources for expert work (in particular tools, templates and guides, as well as insights),
- continuing professional development opportunities (webinars and training courses),
- exclusive deals and partner benefits,
- peer exchange and networking with other Network members, and
- participation in the Client Referral Programme pursuant to its separately applicable terms and conditions.

The scope of Network services will be expanded on an ongoing basis.

2.5 Tasks and Responsibilities

2.5.1 Tasks of Geostrategists

Geostrategists provides:

- the administration and promotion of the Expert Network,
- the acquisition and arrangement of Projects,
- contract design and negotiation with Clients,
- administrative coordination and quality assurance, and
- commercial processing of Projects.

2.5.2 Tasks of the Expert

The Expert is responsible for:

- the professional delivery of the agreed services,
- compliance with customary quality standards according to Section 5,
- on-time execution of the Project,
- compliance with confidentiality obligations under Section 9 and data protection obligations under Section 10, and
- professional collaboration with all parties involved.

3. Cooperation and Engagement

3.1 Admission to the Expert Network

Admission to the Expert Network requires registration in the Geostrategists Expert Portal, acceptance of these GTC and the Expert Call Terms, and fulfilment of the applicable professional and formal admission requirements. Membership is established only upon formal confirmation of admission by Geostrategists; registration alone does not give rise to membership. The admission decision lies within the sole discretion of Geostrategists. Acceptance of the GTC may be effected in text form (§ 126b of the German Civil Code (BGB)) or by electronic confirmation in the Portal.

3.2 Engagement Process

Sections 3.2.1 to 3.2.4 describe the engagement process for Consulting Projects. For Expert Calls, Section 3.2.5 and the Expert Call Terms as amended from time to time apply; the steps set out in Sections 3.2.1 to 3.2.3 are either dispensed with or carried out by Geostrategists in a simplified form at its own discretion.

3.2.1 Project Inquiries

Geostrategists informs the Expert about suitable project opportunities by an appropriately anonymised project description. If interested, the Expert communicates their minimum fee and availability. The Expert may present their specific expertise for the Consulting Project in a brief pitch or respond to project-related questions from Geostrategists or the Client.

3.2.2 Profile Creation

Geostrategists creates an appropriately anonymised expert profile for presentation to the potential Client. This is based on the Expert's application documents, entries in the Expert Portal, publicly available information, project-specific qualification certificates, and, if applicable, a project-related brief pitch from the Expert.

3.2.3 Selection Phase

If interested, Geostrategists organises optional introductory meetings or selection interviews between the Expert and the Client or End Client. The mutual disclosure of identities between Client and Expert occurs at the latest before the offer is prepared, or, where meetings are arranged, with the meeting invitations. The coordination of the selection process is carried out by Geostrategists.

3.2.4 Conclusion of Subcontractor Agreement

In case the Client is interested in the concrete project, the Expert prepares the subject-matter components of the offer according to Geostrategists' specifications and sends these to Geostrategists. After agreeing on the fee with the Expert, Geostrategists prepares the complete offer for the Client. The subcontractor agreement between Geostrategists and the Expert only comes into effect through the Expert's consent to the subcontractor agreement and (cumulatively) additionally the acceptance of the offer by the Client.

3.2.5 Engagement Process for Expert Calls

For Expert Calls, the engagement is concluded upon the Expert's acceptance of the call invitation transmitted by Geostrategists or of any other booking confirmation released by Geostrategists. Acceptance may be effected in text form or by confirmation in the Expert Portal. A separate subcontractor agreement is not required in this case. The Expert Call Terms as amended from time to time apply supplementarily to the conduct of Expert Calls. In the event of any conflict between these GTC and the Expert Call Terms, these GTC shall prevail.

4. Project Execution

4.1 Self-Employment and Entrepreneurial Status

The Expert performs their activities as an independent contractor. This means in particular:

- independent fulfilment of the agreed services as an independent contractor,
- proper management of their business activities, particularly with regard to the fulfilment of tax and social security obligations,
- no organisational integration into the structures of the Client or End Client or of Geostrategists,
- independent determination of time and place of service provision within the scope of fulfilling the assignment, and
- use of own operating resources.

Upon request from Geostrategists, the Expert shall provide suitable evidence of their self-employed status. In the event of a social security status determination procedure, the Expert shall support by submitting required documents and inform Geostrategists immediately about the course of the procedure.

4.2 Prohibition of Representation

The Expert is not authorised to act on behalf of or in the name of Geostrategists towards third parties, to make declarations, or to enter into obligations, unless Geostrategists has granted express written authorisation to do so.

4.3 Freedom from Instructions

In fulfilling the assignment, the Expert is not subject to professional or organisational instructions from the Client or End Client or from Geostrategists. Consideration of project-specific deadlines and technical specifications is permissible insofar as these are necessary for proper contract execution.

4.4 Technical Infrastructure and Data Security

The Expert uses IT infrastructure corresponding to the state of the art for their services, implements appropriate measures to protect confidential information according to Section 9, and observes the data protection obligations according to Section 10.

4.5 Cooperation Obligations

4.5.1 Profile and Qualifications

The Expert is obligated to:

- provide current and accurate information about person and qualification,
- regularly update their profile,
- submit required evidence upon request from Geostrategists, and
- use Geostrategists' corresponding systems for data maintenance.

4.5.2 Conflicts of Interest

The Expert shall voluntarily disclose:

- parallel consulting activities,
- existing or potential competitive situations,
- economic interconnections, and
- possible objectivity risks.

4.5.3 Professional Conduct

The Expert commits to ensuring consistently professional conduct and to considering the interests of the Client or End Client as well as of Geostrategists in public statements or statements to third parties (reputation).

4.6 Project-Related Obligations

The Expert provides the agreed services in a timely manner and according to industry standards, taking best possible account of the interests of the Client or End Client. Additionally, they inform Geostrategists about significant project developments and report project delays or risks immediately.

5. Quality Assurance

5.1 Quality Standards

The Expert commits to professional and careful service delivery in compliance with customary standards (orientation towards best practices) and to continuous quality assurance.

5.2 Quality Management

Furthermore, the Expert conducts independent quality assurance, constructively implements received feedback, and informs Geostrategists about quality-relevant developments.

5.3 Quality Monitoring and Feedback

Geostrategists is entitled to:

- obtain feedback from the Client,
- capture Client satisfaction during and after project execution,
- store quality assurance data and use it for platform-internal optimisation, AI-supported matching, and future Projects,
- pass on evaluations of expert services to future potential Clients.

The Expert agrees to these quality assurance measures and supports them to the required extent.

6. Non-Circumvention and Competition

6.1 Non-Circumvention

6.1.1 Prohibited Business Relationships

If contacts have been introduced to or established for the Expert by Geostrategists within the scope of a Project or a Client's expression of interest, the Expert is prohibited for the period specified in Section 6.1.2 from knowingly entering into a direct business

relationship with these Clients or End Clients or through intermediary third parties while circumventing Geostrategists.

Intermediary third parties are considered to be in particular:

- affiliated companies of the Client or End Client,
- other consulting companies or intermediary platforms working for the Client or End Client,
- natural or legal persons who are engaged for the purpose of circumventing this prohibition.

The non-circumvention prohibition relates to all business relationships that directly or indirectly arise from contact initiation arranged by Geostrategists or a subcontracting through Geostrategists. This also includes:

- the arrangement or recommendation of other consultants or experts to the Client or End Client,
- the provision of consulting services through other intermediary platforms for the same Client or End Client,
- any form of economic cooperation aimed at circumventing Geostrategists' intermediary services.

Violations will result in a contractual penalty according to Section 6.3.1. Additionally, Geostrategists reserves the right to permanently exclude the Expert from using the platform and Geostrategists' services.

This does not affect the Expert's right to conduct business or commercial activities independently or use other intermediary platforms beyond contacts and Projects arranged by Geostrategists.

6.1.2 Temporal Scope

The non-circumvention prohibition applies from the point in time at which Geostrategists first arranged contact between the Expert and a Client or potential Client, or disclosed the identity of such Client or potential Client to the Expert. It applies regardless of whether a formal confirmation of admission pursuant to Section 3.1 has already been issued at that point in time.

Thereafter, the non-circumvention prohibition applies for a period of 18 months for Consulting Projects pursuant to Section 1.2.1 and for 12 months for Expert Calls pursuant to Section 1.2.2. For completed Consulting Projects, this period begins with the actual project end; without project execution, with the disclosure of the Expert's identity to the potential Client or the identification of the Expert by the Client. For Expert Calls, the period begins on the date of the conducted call. For End Clients, the period begins with

the first contact with the Expert. The later date is always decisive for the commencement of the period.

An Expert is considered to have been identified when the Client or End Client can recognise the Expert based on information provided by Geostrategists or determine their identity with minimal effort.

6.2 Competition Protection

During the entire project duration and for a period of 12 months after project end (in case of early termination, the actual end is referenced), the Expert refrains from:

- accepting competing assignments to the respective Consulting Project,
- direct competition with the Client or End Client in the project environment,
- using confidential information for competitive purposes, and
- poaching employees of the Client or End Client or causing third parties to do so.

The project environment in this context encompasses the immediate business field of the Consulting Project, adjacent business areas significantly influenced by the Consulting Project, and markets and regions that are the subject of the Consulting Project.

Competing assignments are considered to be in particular any activity for direct competitors of the Client in the same business field, consulting services with substantially similar content for other Clients, and Consulting Projects that are in direct competition with the Client's Consulting Project.

6.3 Contractual Penalties and Placement Fees

6.3.1 Contractual Penalty for Circumvention

Violations of the non-circumvention prohibition according to Section 6.1 in relation to Consulting Projects pursuant to Section 1.2.1 will result in a contractual penalty amounting to twice the usual total fee of the respective Consulting Project. The contractual penalty will be credited against any claims for damages.

If the Expert and Client conclude an employment, consulting, or other contract during the protection period, this establishes a rebuttable presumption that the Expert has violated the non-circumvention prohibition.

6.3.2 Placement Fees

In the event of direct or indirect recruitment of the Expert by a Client or End Client, Geostrategists is entitled to a placement fee. This amounts to:

- for permanent employment, 25% of the agreed annual salary. Annual salary includes base salary and all variable compensation components such as bonuses, profit shares, commissions, and other monetary benefits. For variable components, the target value of the goal agreement for the first year is used for calculation.
- for other forms of collaboration, an industry-standard placement fee, but at minimum 25% of the annual compensation/expense allowance.

6.3.3 Due Date and Enforcement

Contractual penalties and placement fees become due with the triggering event. For contractual penalties, no proof of any damage to Geostrategists is required.

Additionally, Geostrategists reserves the right to assert specific damage claims against the Expert in case of violations and to permanently exclude the Expert from using the platform.

6.4 Information Obligations

The Expert commits to immediately informing Geostrategists during the project duration and within the applicable protection period pursuant to Section 6.1.2 after project end (for Expert Calls: after the date of the conducted call) about relevant contact initiations by Clients or End Clients, all assignments in the project environment or field of activity, or other engagements that are relevant for the non-circumvention prohibition.

6.5 Exceptions

The non-circumvention prohibition does not apply to pre-existing business relationships disclosed at project start and coincidental encounters without business character.

The competition prohibition does not apply to non-specific services such as speeches, speaker services, coaching, or training.

For Expert Calls, the non-circumvention prohibition applies exclusively in relation to the commissioning Client and their End Clients; no further-reaching competition restriction applies.

7. Compensation and Billing

7.1 Fee and Compensation Structure

For Consulting Projects, the Expert receives a fee calculated on the basis of the agreed daily or hourly rate and actual effort, plus agreed incidental costs; for Expert Calls, compensation is time-based according to the agreed hourly or per-minute rate. Compensation is calculated exclusively based on agreements documented in at least text form.

7.2 Billing Process

7.2.1 Service Documentation

For longer-term services, the Expert submits a monthly service overview by the 14th day of the following month and documents the services provided according to Geostrategists' specifications. For one-time or short-term services, service documentation occurs within 14 days after service provision. For Expert Calls, Geostrategists confirms the completion of the Expert Call to the Expert; this confirmation also serves as the basis for the compensation settlement.

7.2.2 Process Flow

Geostrategists prepares the invoice to the Client based on the documented services. After expiry of the Client's review period and subject to their approval, Geostrategists prepares a corresponding credit note to the Expert. The Expert agrees to this form of billing via credit note. The credit note contains:

- the services provided based on the service overview,
- the agreed fee,
- statutory VAT, insofar as the Expert is subject to VAT,
- any agreed expenses/incidental costs.

7.2.3 Objection to Credit Notes

The Expert checks received credit notes immediately and indicates any errors within 5 working days. After expiry of this period, the credit note is deemed accepted.

7.3 Payment Terms

The Client has a payment term of 30 days for settling invoices issued by Geostrategists. Payment to the Expert occurs 7 working days after receipt of payment from the Client by Geostrategists. The Expert bears the default risk. Any direct payments from the Client to the Expert are not permitted.

7.4 Taxes and Social Security Contributions

The Expert is responsible for the tax treatment of all compensation paid to them in accordance with the law applicable to them. Geostrategists does not withhold or remit any taxes or social-security contributions for the Expert and assumes no tax-advisory obligation.

The Expert shall inform Geostrategists without undue delay of all changes relevant to the credit-note procedure, in particular changes to VAT status, tax number or VAT ID, and changes to the legal form of their business.

7.5 Travel Expenses and Disbursements

To receive reimbursement for travel expenses within the scope of a Consulting Project, the Expert requires prior general approval. Subsequently, travel expenses are only reimbursed upon submission of original receipts and in compliance with the maximum limits agreed for the Consulting Project. Travel expenses and disbursements must be billed with the services to which they relate.

8. Rights of Use

8.1 Project-Specific Work Results

The Expert grants Geostrategists all rights to the work results developed within the scope of the Consulting Project for the purpose of transfer to the Client or End Client.

For Expert Calls, the following applies by way of derogation: Where no work results are produced, the first sentence of Section 8.1 does not apply. Where Geostrategists records an Expert Call or produces a transcript, such recording or transcript constitutes a service of Geostrategists; all rights therein vest in Geostrategists. The Client is granted a non-exclusive right of use for internal purposes. Any recording or transcription of an Expert Call requires the prior consent of Geostrategists, the Expert(s), and the Client.

8.2 Pre-existing Intellectual Property

For know-how developed or contributed by the Expert (particularly methods, processes, analysis tools, frameworks, templates, and structures), the Expert grants Geostrategists and the Client a non-exclusive right of use, insofar as this is necessary for the use of the project-specific work results.

8.3 Expert's Warranties

The Expert warrants with respect to the work results and pre-existing intellectual property that they have the authority to transfer the rights of use and that, to their

knowledge, no third-party rights are infringed. They further commit not to transfer any rights to the work results to third parties.

8.4 Reference Usage

8.4.1 Reference Usage by Geostrategists

Geostrategists is permitted, without separate consent from the Expert, to use anonymised project descriptions without naming the Expert in presentations and to publish them on the website.

8.4.2 Reference Usage by the Expert

The Expert may use the following references without separate consent:

- anonymised project descriptions indicating the Client's or End Client's industry,
- naming Geostrategists as the Expert's Client,
- type of service provided and the project period.

The naming of Geostrategists' specific Client or the End Client by an Expert as a reference is only permitted after prior explicit consent in text form (e.g. by email) from both Geostrategists and the respective Client or End Client.

Any reference usage must observe the relevant confidentiality agreements, correspond to the professional nature of the cooperation, and always preserve the legitimate interests of all parties involved.

8.5 Brand and Name Usage

The Expert may refer to their membership in the Geostrategists Expert Network on professional profiles, in CVs, on personal websites, and in professional contributions and publications, provided that no employment or agency relationship is implied. The use of the logo, the word-figurative mark, or the name "Geostrategists" as a title, job designation, or in any manner that implies an employment or agency relationship requires the prior written consent of Geostrategists. Geostrategists reserves the right to prohibit any use that is likely to be detrimental to the reputation or brand of Geostrategists.

9. Confidentiality

9.1 Confidential Information

Confidential information in this context includes in particular:

- all project and business information made available to the Expert by Geostrategists or by the Client or End Client,

- the fact that Geostrategists has been commissioned by the Client or End Client,
- the identity of Clients and End Clients and other details about Geostrategists' consulting assignments that are communicated to the Expert.

9.2 Mutual Confidentiality Obligations

Geostrategists commits to treating the profiles and personal data of the Experts confidentially, sharing Expert data with Clients only to the extent necessary, and implementing appropriate technical and organisational protection measures.

The Expert commits to using confidential information exclusively for the agreed project work, preventing disclosure to third parties, implementing appropriate protection measures, and obligating all employed staff or third parties to confidentiality.

The agreed reference rights according to Section 8.4 remain unaffected by this regulation.

9.3 Exceptions

Exempt from the confidentiality obligation is information that:

- is demonstrably publicly known,
- was demonstrably already known to the recipient before disclosure,
- must be disclosed due to legal obligations, or
- has been explicitly approved for disclosure by all parties involved.

9.4 Duration of Confidentiality

The confidentiality obligation begins with the first transmission of confidential information and applies throughout the entire project duration. It generally continues indefinitely. For information that cannot be classified as trade secrets and does not exhibit particular sensitivity, a shortened protection period may be agreed.

9.5 Technical Protection Measures

The project participants implement industry-standard encryption of confidential data, industry-standard access protection for electronic files, and generally accepted secure communication channels. Additionally, physical documents must be stored securely.

9.6 Return and Deletion

After project end or upon request from Geostrategists or the Client or End Client, the Expert must return confidential documents and delete electronic copies. Upon request, the execution of deletion must be confirmed.

10. Data Protection

10.1 Basic Obligations

The Expert commits to comply with all applicable data protection regulations, particularly according to the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), when processing personal data and observes Geostrategists' privacy policy. When using references according to Section 8.4, data protection requirements must also be observed.

10.2 Consents

The Expert agrees to:

- the sharing of anonymised profiles with potential Clients,
- the disclosure of complete profile data – at the latest before offer preparation, or with meeting invitations where expert selection meetings take place,
- the sharing of anonymised project feedback,
- the documentation of conflicts of interest.

10.3 Role as Sub-processor

Insofar as the Expert processes personal data attributable to the Client within the scope of Consulting Projects, the parties shall conclude a data processing agreement (DPA). The Expert follows Geostrategists' data protection requirements, requires approval for further subcontracting, and implements the necessary technical and organisational measures for data protection.

10.4 Reporting Obligations for Data Protection Incidents

The Expert shall report data protection violations to Geostrategists within 24 hours. In doing so, they shall provide all relevant information, immediately initiate protective measures, and fully document the incident.

11. Term and Termination

11.1 Contract Duration

Membership in the Expert Network is concluded for an indefinite period. It may be terminated ordinarily with 14 days' notice in text form (e.g. email is sufficient). An ordinary termination does not affect ongoing Consulting Projects of the Expert. In the case of an extraordinary termination according to Section 11.3, Geostrategists will typically also terminate the subcontractor agreement extraordinarily.

11.2 Project Durations

Individual Consulting Projects terminate by:

- reaching the agreed end date,
- complete service delivery,
- effective termination, or
- mutual agreement to end.

At the explicit request of a Client or End Client, Geostrategists is entitled to terminate a respective subcontractor agreement with immediate effect. The compensation consequences are governed by Section 11.6.

11.3 Extraordinary Termination

Geostrategists may terminate for good cause both the network membership and individual subcontractor agreements with immediate effect, particularly in cases of:

- serious contract violations,
- repeated quality deficiencies,
- damage to reputation,
- criminal prosecution of the Expert.

11.4 Obligations at Project End

The Expert:

- hands over all work results in an organised manner for Consulting Projects,
- creates appropriate final documentation for longer-term Consulting Projects,
- documents critical processes for more complex Consulting Projects,
- supports the orderly handover to successors or the Client as needed.

For one-time or short-term services such as speaker services or Expert Calls, the obligations at service end are limited to ensuring the agreed service delivery.

11.5 Project Handover upon Early Termination

Upon termination of an Expert's subcontracting during an ongoing Consulting Project, the Expert supports the transition to other Experts, orderly concludes ongoing appointments, hands over documentation of critical processes, and properly completes begun sub-projects where possible.

11.6 Compensation upon Early Termination

Upon termination of an Expert's subcontracting during an ongoing Consulting Project, only services rendered will be compensated, any advance payments will be refunded proportionally, and documented expenses will be reimbursed accordingly.

12. Liability

12.1 Warranty

The Expert guarantees:

- timely service delivery,
- compliance with industry standards,
- complete fulfilment of agreed services, and
- qualified and careful delivery of the commissioned services.

12.2 Scope of Liability

The Expert is liable to Geostrategists for intent and gross negligence, and for slight negligence in case of breach of essential contractual obligations, for their own actions as well as the actions of deployed vicarious agents.

12.3 Internal Liability

For damages caused by the Expert, Geostrategists is entitled to recourse claims according to the contribution to causation. In case of sole causation by the Expert, there is a complete right of recourse within the framework of the following liability limitations.

The Expert's liability towards Geostrategists is limited in amount to the compensation agreed in the respective Project, subject to a maximum of €100,000 per claim, and in case of slight negligence to foreseeable damages.

These limitations do not apply in cases of:

- intent or gross negligence,
- injury to life, body, or health,
- breach of essential contractual obligations,
- violations of the confidentiality obligation under Section 9,
- fraudulently concealed defects,
- damages from breach of a warranty commitment.

12.4 Insurance Obligations

12.4.1 Insurance Requirement

The Expert is obligated to maintain appropriate professional liability insurance for their activities. For Knowledge-on-Demand services pursuant to Section 1.2.2 (in particular Expert Calls), Geostrategists may waive the requirement to provide evidence of insurance, provided the services are rendered in accordance with the rules set out in the Expert Call Terms as amended from time to time.

12.4.2 Proof and Control

Upon request from Geostrategists, the Expert is obligated to provide suitable evidence of existing insurance coverage. Significant changes to insurance coverage, particularly its lapse or significant reduction, must be reported to Geostrategists immediately.

12.5 Limitation Period

The following limitation periods apply for claims under Section 12:

- 12 months for general warranty claims,
- 12 months for damage claims in case of slight negligence (insofar as no essential contractual obligations are affected),
- the statutory limitation period for damage claims in case of intent or gross negligence,
- the statutory limitation period for claims due to breach of essential contractual obligations, and
- the statutory limitation period for claims due to injury to life, body, or health.

In case of claims against Geostrategists by a Client due to fault of the Expert, the limitation period for recourse claims is extended to 6 months after fulfilment of the Client's claims by Geostrategists.

13. Applicable Law and Jurisdiction

13.1 Basic Principles

The contractual relationship is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Bad Kötzing.

13.2 International Obligations

For international Consulting Projects, it additionally applies that the Expert is responsible outside Germany for compliance with local legal regulations in the

respective country of deployment, obtaining any required permits, observance of export control regulations, and consideration of any cultural particularities.

14. Final Provisions

14.1 Completeness

These GTC, the respective subcontractor agreement, and for Expert Calls the Expert Call Terms, as well as the terms of participation of the Client Referral Programme, constitute the entire agreement between Geostrategists and the Experts. Project-specific individual agreements take precedence over these GTC. Supplementary terms and conditions are made available to the Expert separately.

14.2 Amendments to these GTC

Geostrategists communicates amendments to these GTC to the Expert in text form (e.g. by email or by notification in the Expert Portal). For material changes, the Expert has a right of objection of 30 days from notification. For ongoing Consulting Projects, the GTC in force at the time of project commencement continue to apply until the completion of such Consulting Projects.

In case of objection, Geostrategists and the Expert will seek an amicable settlement. If no agreement is reached, the previous GTC continue to apply for further cooperation.

14.3 Force Majeure

Force majeure events are those that:

- lie outside the reasonable control of the parties,
- were not foreseeable when the contract was concluded,
- are not avoidable through reasonable measures, and
- significantly impair service delivery.

Upon occurrence of force majeure, service deadlines are appropriately extended or temporarily suspended, and project planning is adjusted if necessary.

14.4 Severability Clause

The invalidity of individual provisions of these GTC does not affect the validity of the remaining provisions.

14.5 Contract Language

The contract language is German and English; the German version shall prevail. These GTC are translated into English. In case of any ambiguity or discrepancy, the German version shall be authoritative.