

General Terms and Conditions of Geostrategists Consulting GmbH for Clients

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Preamble

These General Terms and Conditions (hereinafter "GTC") govern the cooperation between Geostrategists Consulting GmbH (hereinafter "Geostrategists") and its clients. Additionally, the General Terms and Conditions for Consultants ("Expert Network") of Geostrategists Consulting GmbH and the Privacy Policy available at www.geostrategists.de/datenschutz apply. The application of any general terms and conditions of the clients is explicitly excluded. In relation to these GTC, any deviating individual arrangements 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 companies and organisations as clients (hereinafter "Client").

1.2 Definitions

1.2.1 Project

A project refers to a single, time-bound and specifically defined engagement where Geostrategists deploys one or more independent consultants, including consulting firms, to provide defined services for a client. The project begins with the client's order confirmation. The order confirmation can occur through an explicit acceptance of the offer in written or electronic form by an authorised representative or through the transmission of a corresponding purchase order. The project ends with the complete delivery of services or through termination.

1.2.2 Experts

Experts are independent and self-employed consultants, including consulting firms, whom Geostrategists deploys as subcontractors (hereinafter individually "Expert" – all genders; collectively the "Expert Network").

1.2.3 End Client

End Client always refers to the ultimate recipient of the respective services provided by the Experts within the scope of the project. Client and End Client may be different entities, particularly in cases where the Client provides consulting services for third

parties, acts as an investor or intermediary, or commissions services for affiliated companies.

1.3 Incorporation and Validity of the GTC

The application of any general terms and conditions of a Client is explicitly excluded. Deviating agreements require the express consent of Geostrategists at least in written or electronic form. The Client is obligated to inform End Clients about the GTC provisions relevant to them, ensure their compliance, and be accountable for violations as if they were their own.

2. Services of Geostrategists

2.1 Service Portfolio

Geostrategists provides consulting and support services for the Client with special focus on geopolitical and country-specific expertise, particularly:

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

2.2 Business Model

Geostrategists is the coordinating point of contact for the Client and also concludes the consulting contract directly with the Client. For service delivery, Geostrategists deploys qualified independent Experts as subcontractors. These Experts undergo a multi-stage selection process and possess project-specific specialist knowledge. With regard to technical issues in the scope of the project, the Client or End Client should contact the Experts.

2.3 Contractual Foundations

The consulting contract between Geostrategists and the Client consists of these GTC, the project-specific offer, and any supplementary agreements in written or electronic form.

2.4 Quality Management

Geostrategists' quality management encompasses the careful selection of project-specifically suitable Experts, administrative coordination and support of project execution, central project billing, and continuous feedback management. In case of quality deficiencies, Geostrategists can arrange an Expert change at the Client's request.

3. Contract Conclusion

3.1 Engagement Process

3.1.1 Project Inquiry

The Client defines the project requirements, time frame, and planned budget. Special qualification requirements for the Experts can be specified.

3.1.2 Expert Selection

Geostrategists provides the Client with anonymised profiles of suitable and available Experts. Anonymisation includes name, photo, contact details, and any employers of the Experts. If interested, Geostrategists organises optional introductory meetings or selection interviews. The mutual disclosure of identities occurs at the latest before the offer is prepared, or in case of meetings with the invitations to meetings.

3.1.3 Offer Preparation

After selection of an Expert, Geostrategists prepares a detailed offer containing the following components:

- the agreed project objectives and contents,
- the name of the intended Expert,
- the services to be provided and the planned methodology,
- a binding timeline,
- the compensation including any incidental costs, and
- the offer's validity period.

3.2 Contract Conclusion

The contract is concluded through acceptance of Geostrategists' offer by an authorised representative of the Client. Acceptance can occur in text form (e.g., by email) or through transmission of a corresponding purchase order. Purchase orders referring to the Client's own GTC require express consent from Geostrategists in text form.

3.3 Validity Period and Changes

Subject to deviating regulations in the specific offer, Geostrategists' offers are valid for a period of 4 weeks. The availability of the named Experts is subject to confirmation. Changes to the contract or side agreements require written or electronic form.

4. Project Execution

4.1 Responsibilities

The Experts conduct the technical project services as independent entrepreneurs responsibly and without instruction. They are the primary technical points of contact for the Client in the project. Geostrategists ensures project-wide administrative coordination and quality assurance and designates an additional contact person for the Client, who is particularly available for feedback, commercial and administrative matters, and coordination of any changes in project staffing.

4.2 Cooperation of Project Participants

When questions or difficulties arise, the project participants always strive for a timely and amicable solution.

4.3 Technical Infrastructure and Data Security

The Client ensures that the necessary technical access and authorisations for the deployed Experts or Geostrategists are available. The transmission of project-relevant data occurs exclusively through secure communication channels. Geostrategists and the Client implement appropriate technical and organisational measures to protect project data.

4.4 Client's Cooperation Obligations

4.4.1 Basic Obligations

The Client provides all information and documents necessary for project execution in a timely manner. They make project-relevant decisions as promptly as possible, obtain required internal approvals, and inform about significant project-relevant developments. The agreed access rights and resources are provided by the Client.

4.4.2 Coordination with End Clients

If the Client acts as an intermediary, they coordinate communication with the End Client(s) and ensure their cooperation to the required extent. The Client ensures that End Clients provide necessary information, make decisions as promptly as possible, and comply with the agreed Confidentiality.

4.4.3 Project Organisation

The Client designates a responsible contact person with the necessary decision-making authority and ensures their availability. They also ensure coordination between all involved company departments.

4.5 Consequences of Insufficient Cooperation

In case of violation of cooperation obligations under Section 4.4 by the Client, agreed project deadlines may be shifted accordingly. Resulting additional costs shall be borne by the Client. In case of persistent or serious violation of cooperation obligations, Geostrategists reserves the right to extraordinary termination.

5. Quality Assurance

Service delivery occurs according to industry standards. The Experts are responsible for the technical quality of their services.

Geostrategists ensures overall project quality through regular feedback management and appropriate measures. For this purpose, Geostrategists is particularly entitled to:

- obtain feedback from the Client about the Expert,
- document this feedback and use it for quality assurance,
- pass on anonymised evaluations of the Expert to future potential clients.

The Client agrees to these quality assurance measures. In case of quality deficiencies, Geostrategists can arrange an Expert change at the Client's request.

6. Non-Circumvention

6.1 Prohibited Business Relationships

Direct or indirect engagement of Experts presented or arranged by Geostrategists within the scope of a project, or of Experts who can be identified by the Client based on information transmitted by Geostrategists, by the Client or by End Clients is prohibited.

This also applies to engagement through intermediary third parties, engagement by affiliated companies of the Client, arrangement of Experts to other companies or clients, and any form of economic cooperation aimed at circumventing Geostrategists' intermediary services.

Intermediary third parties are considered to be in particular affiliated companies, other consulting companies or intermediary platforms, and natural or legal persons who are engaged for the purpose of circumvention.

6.2 Temporal Scope

The non-circumvention prohibition applies for a period of 18 months. For completed projects, the period begins with the actual project end; without project execution, the period begins with the disclosure of the Expert's identity to the potential client or the identification of the Expert by the Client. For End Clients, the period begins with the first contact with the Expert. The later date is always decisive for the start 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 can determine the identity with minimal effort.

6.3 Contractual Penalty

6.3.1 Contractual Penalty for Circumvention

Violations of the non-circumvention prohibition under Section 6.1 will result in a contractual penalty amounting to twice the usual total fee of the respective project, but at minimum €15,000 per violation. These regulations apply equally to violations by the Client and by End Clients. The contractual penalty will be credited against any claims for damages.

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

6.3.2 Placement Fees

In the event of direct or indirect recruitment of an Expert presented by Geostrategists by the 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, in case of violations, Geostrategists reserves the right to assert specific damage claims against the Client or End Client, to terminate the business relationship with immediate effect, and to permanently exclude the Client from future use of the platform.

6.4 Information Obligations

During the project and up to 18 months after project end, the Client commits to immediately inform Geostrategists about relevant contact initiations to or from Experts and to report all assignments in the project environment or field of activity and other engagements of the Experts active in the project.

6.5 Exceptions

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

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

7. Compensation and Billing

7.1 Fee Structure

Geostrategists' compensation is calculated from the agreed daily rate multiplied by the actual effort or from an agreed flat fee. Additionally, the agreed incidental costs are reimbursed. All prices are exclusive of statutory VAT.

7.2 Billing Process

7.2.1 Service Documentation

For longer-term services, the provided services are documented monthly in verifiable form. For one-time or short-term services, documentation occurs immediately after service delivery. The documentation contains:

- type and scope of services provided,
- time effort when billing according to daily rates,
- any agreed expenses/incidental costs,
- status of service delivery.

7.2.2 Invoicing

Invoicing is done by Geostrategists via email. Geostrategists prepares invoices based on the documented services, the agreed compensation, any approved additional efforts, and incurred expenses/incidental costs.

7.2.3 Invoice Review

Objections to the invoice must be raised in written or electronic form within 5 working days after receipt of the invoice by the Client. After expiry of this period, the invoice is deemed accepted. The objections must be reasonably justified and specifically designate the contested items.

7.3 Payment Terms and Default

7.3.1 Basic Payment Terms

The payment term is 30 days after invoicing. Payment is to be made without deduction. Bank charges are borne by the Client.

7.3.2 Default Regulations

Default occurs automatically when the payment term is exceeded. From this point, statutory default interest according to § 288 BGB (German Civil Code) will be calculated. Additionally, the statutory default fee according to § 288 Para. 5 BGB becomes due.

7.3.3 Consequences of Default

In case of payment default, Geostrategists is entitled to:

- suspend further service delivery,
- withdraw from the contract,
- make all outstanding claims immediately due, and
- charge the Client for resulting dunning and collection costs.

8. Rights of Use

8.1 Project-Specific Work Results

The Client receives a temporally, geographically, and content-wise unlimited right of use to the work results developed within the scope of the project for their own business purposes. This includes use within the Client's organisation and transfer to End Clients within the scope of the project objectives agreed with Geostrategists in the offer. Beyond this, transfer to third parties or publications require Geostrategists' consent. Geostrategists will only provide on the consent of the respective Expert.

8.2 Pre-existing Intellectual Property

Know-how developed or contributed by Geostrategists or their Experts (particularly methods, processes, analysis tools, frameworks, templates, and structures) remains the property of Geostrategists or the Experts. The Client receives a non-exclusive right of use to this, insofar as this is necessary for the use of the project-specific work results. Any use beyond this requires the express consent of Geostrategists or the respective Experts.

8.3 Reference Usage

8.3.1 Basic Reference Rights

Geostrategists is permitted, without separate consent from the Client, to name them as a client (e.g., with logo in reference lists) and to use anonymised project descriptions in presentations and publish them on the website.

8.3.2 Extended Reference Usage

Further reference usage, such as detailed project descriptions naming the Client or publication of client quotes or evaluations, requires the prior express consent of the Client.

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 of the cooperation itself,
- profiles and qualifications of the Experts,
- Geostrategists' placement and selection processes.

9.2 Mutual Confidentiality Obligations

Geostrategists commits to treating all client information and inquiries confidentially, protecting all project and business information, only sharing client information with Experts to the extent necessary, and implementing appropriate security standards.

The Client commits to using confidential information exclusively for the agreed project purposes, limiting access to confidential information to persons who need it for task fulfilment, obligating these persons to confidentiality, and treating profiles and data of the Experts confidentially.

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 information transmission 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, confidential documents must be returned and electronic copies deleted. Upon request, the execution of deletion must be confirmed.

10. Data Protection

10.1 Basic Principles

The processing of personal data occurs according to the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The detailed regulations are set out in the Privacy Policy available at www.geostrategists.de/datenschutz. Additionally, the confidentiality regulations according to Section 9 apply.

10.2 Data Processing

Insofar as Geostrategists processes personal data on behalf of the Client within the scope of project activities, the parties shall conclude a separate data processing agreement (DPA). This DPA is a mandatory component of the cooperation.

10.3 Sub-processing

The Client generally consents to the deployment of Experts as sub-processors. The Experts are obligated to data protection and confidentiality. Geostrategists notifies the Client of changes in the deployed sub-processors.

10.4 Technical and Organisational Measures

Both parties implement appropriate technical and organisational measures to protect personal data. These measures are regularly reviewed and adjusted if necessary.

10.5 Reporting Obligations

Data protection violations must be reported immediately and completely. The report must contain all information relevant for assessment. Necessary measures for damage limitation must be initiated immediately.

11. Term and Termination

11.1 Project End

A project terminates by:

- reaching the agreed end date,
- complete achievement of the defined project objectives,
- effective termination, or
- mutual agreement to end.

11.2 Client's Termination Rights

The Client may terminate the project at any time with effect from the end of a day. No justification is required for this. Services provided up to the termination date will be compensated pro rata accordingly. If additional costs arise or have already arisen due to the termination, these will also be reimbursed.

11.3 Geostrategists' Termination Rights

Geostrategists may terminate the project for good cause with 14 days' notice, particularly in cases of:

- damage to reputation by the Client,
- serious violation of contractual obligations,
- payment default despite reminder, or
- persistent or serious violation of cooperation obligations.

11.4 Termination Formalities

Terminations must be in text form (e.g., by email). The termination date must be clearly specified.

11.5 Project Closure

Upon termination of consulting projects:

- an orderly handover of work results occurs,
- appropriate final documentation is created,
- open items are documented,
- if needed, a handover protocol is prepared.

For one-time or short-term services (such as speaker services or expert calls), closure is limited to confirmation of service delivery.

11.6 Continuing Obligations

Beyond project end, the following continue:

- the non-circumvention prohibition according to Section 6,
- the confidentiality obligations according to Section 9,
- the granted rights of use according to Section 8, and
- the data protection obligations according to Section 10.

12. Liability

12.1 Scope of Liability

Geostrategists is liable to the Client for intent and gross negligence and, in case of breach of essential contractual obligations also for slight negligence, for its own actions as well as the actions of its legal representatives and vicarious agents including the deployed Experts.

12.2 Liability Limitation

Geostrategists' liability towards the Client or End Client is limited in amount to the agreed compensation in the respective project, maximum €100,000 per case of damage, and in case of slight negligence to foreseeable damages.

12.3 Exceptions from Liability Limitation

The liability 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 Liability Exclusions

Liability is excluded for slight negligent violations of non-essential contractual obligations. Geostrategists is also not liable for indirect damages and consequential damages, lost profit, or damages from unauthorised transfer of work results by the Client.

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.

13. Applicable Law and Jurisdiction

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.

14. Final Provisions

14.1 Completeness

These GTC and the respective offer constitute the entire agreement between Geostrategists and the Client. However, project-specific individual agreements take precedence over these GTC.

14.2 Amendments to these GTC

Geostrategists communicates amendments to these GTC to the Client in written or electronic form (e.g., by email). For material changes, the Client has a right of objection of 30 days from notification. For ongoing projects, the GTC valid at project start continue to apply.

In case of objection, Geostrategists and the Client 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 at contract conclusion,
- 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 or also English, whereby the German version shall prevail. These GTC are translated into English. In case of unclear points or deviations, only the German version shall prevail.