

General Terms and Conditions of Geostrategists Consulting GmbH for Consultants ("Expert Network")

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Preamble

These General Terms and Conditions (hereinafter "GTC") govern the cooperation between Geostrategists Consulting GmbH (hereinafter "Geostrategists") and the independent and self-employed consultants who provide services on behalf of Geostrategists (together forming the "Expert Network"). Additionally, the General Terms and Conditions for Clients and the Privacy Policy available at www.geostrategists.de/datenschutz apply. The application of any general terms and conditions of the consultants 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 independent and self-employed consultants, including consulting firms, who provide services on behalf of Geostrategists (hereinafter individually "Expert" – all genders; collectively the "Expert Network").

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 Experts 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 by an authorised representative in written or electronic form or through the transmission of a corresponding purchase order. The project ends with the complete delivery of services or through termination.

1.2.2 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".

1.2.3 End Client

End Client always refers to the ultimate recipient of the respective services within the scope of the project. 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 Legal Independence

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 written or electronic form.

2. Services and Business Model

2.1 Service Portfolio

Geostrategists arranges Experts, primarily in the field of geopolitics and country-specific expertise, for the following consulting and support services:

- 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 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. With regard to technical issues in the scope of the project, the client or End Client should contact the Experts.

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 participate in and contribute to interesting projects as a consultant. Additionally, the Network optionally (voluntarily) offers:

- professional exchange with other Network members,
- networking opportunities within the Network, and
- access to continuing education opportunities.

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 that the respective Expert applies to Geostrategists, can properly demonstrate professional and formal qualifications, and accepts Geostrategists' GTC. Admission will be formally confirmed to the respective Expert. The admission decision lies within Geostrategists' sole discretion.

3.2 Engagement Process

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. Optionally, the Expert can present their specific expertise for the project in a brief pitch.

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 in case of meetings with the invitations to meetings. 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 technical 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.

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 Freedom from Instructions

In fulfilling the assignment, the Expert is not subject to technical 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.

4.3 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.

4.4 Cooperation Obligations

4.4.1 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.

4.4.2 Conflicts of Interest

The Expert shall voluntarily disclose:

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

4.4.3 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).

4.5 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 of 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 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 or arranged for the Expert by Geostrategists within the scope of a project or client's expression of interest, the Expert is prohibited for a period of 18 months from 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 for 18 months. For completed projects, the 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 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 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 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 project, adjacent business areas significantly influenced by the project, and markets and regions that are subject of the 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 projects that are in direct competition with the client's 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 will result in a contractual penalty amounting to twice the usual total fee of the respective project, but at minimum €15,000 per violation. 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 and up to 18 months after project end 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.

7. Compensation and Billing

7.1 Fee and Compensation Structure

The Expert receives as compensation a fee in the amount of the agreed share of the order fee. The fee is calculated according to the agreed daily rate or hourly rate and the actual effort, plus agreed incidental costs. It is calculated exclusively based on agreements documented in written or electronic 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.

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 proper tax treatment of received credit notes and thus for the payment of all their taxes and social security contributions. Furthermore, the Expert is obligated to comply with all tax obligations concerning them.

The Expert shall immediately inform Geostrategists about all changes relevant to the credit note procedure, particularly regarding changes to VAT status, tax number or VAT ID, any changes to the responsible tax office, 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 project, the Expert requires prior general agreement. Subsequently, travel expenses are only reimbursed upon submission of original receipts and in compliance with the maximum limits agreed for the 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 project for the purpose of transfer to the client or End 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 written or electronic 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.

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 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 already with meeting invitations as part of expert selection,
- 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 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 can be terminated ordinarily with 14 days' notice in written or electronic form (e.g., email is sufficient). An ordinary termination does not affect ongoing projects of the Expert. In the case of an extraordinary termination according to 11.3, Geostrategists will typically also terminate the subcontractor agreement extraordinarily.

11.2 Project Durations

Individual 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 has the right to immediate ordinary termination of a respective subcontractor agreement.

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 projects,
- documents critical processes for more complex 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 Processing Expert Subcontractor Termination in Ongoing Projects

Upon termination of an Expert's subcontracting during an ongoing 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 Termination of Expert Subcontracting

Upon termination of an Expert's subcontracting during an ongoing 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-standard standards,
- complete fulfilment of agreed services, and
- qualified and careful execution of the subcontracting.

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 agreed compensation in the respective project, maximum €100,000 per case of damage, 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 Basic Obligations

The Expert is obligated to maintain appropriate insurance coverage for their activities, particularly professional liability insurance and financial loss liability insurance.

12.4.2 Minimum Coverage Amounts

The insurance must have at least the following coverage amounts, each per insurance case and year:

- personal injury: €2 million,
- property damage: €1 million,
- financial loss: €250,000.

12.4.3 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 reduction below the minimum coverage amounts, 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 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 and the respective subcontractor agreement constitute the entire agreement between Geostrategists and the Experts. However, project-specific individual agreements take precedence over these GTC

14.2 Amendments to these GTC

Geostrategists communicates amendments to these GTC to the Expert 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 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 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.