



General Terms and Conditions for Placement of Freelance Consultants

on the part of

stratandnet GmbH

Beim Alten Gaswerk 1, 22761 Hamburg
(henceforth called „contractor“ or „stratandnet GmbH“)

§ 1 Vertragsgegenstand

- 1.1 The contractor obliges himself to render services for the client according to this framework and the appendices.
- 1.2 The project details will be written down in the project description in appendices 1 and 2. If one party notices that the described tasks are not complete, not attainable or faulty, this party must inform the other party afterwards without delay. Both parties will then negotiate in good faith about changes to the project description and if necessary, an adjustment of remuneration.
- 1.3 The client must be informed without delay, if the contractor notices that the schedule defined in the project description cannot be maintained. Additionally, the client must be informed about the reason and the estimated time of delay.
- 1.4 The client for his part works towards the adherence of the agreed timetable, by providing sufficient personal and material resources to the project and by providing the employees of the contractor access to required information. The client ensures that his data is regularly secured appropriately.
- 1.5 The contractor only warrants for an explicit result if this is arranged explicitly in appendix 1.
- 1.6 Both parties will determine fixed contact persons in appendix 1 who will be responsible to tune and coordinate all questions concerning the implementation of the contract implementation together.

§ 2 Remuneration

- 2.1 For his efforts the contractor will be remunerated by the hour according to the following paragraphs.
- 2.2 Both parties mutually agree to Milestones and the estimated time requirement (appendix 2). The product of remuneration and time requirement shall be regarded as the limit for each Milestone. The contractor informs the client immediately when approximately 80 percent of the time requirement is attained. Once the limit is reached, the contractor informs the client as well. Thereupon on request of the client the contractor must render the agreed services. The contractor invoices the additional incurring remuneration separately, unless the exceedance is based on reasons the contractor is liable for. Details shall be regulated in appendices 1 and 2.
- 2.3 The remuneration is deemed plus value-added tax which the client is liable for. If hourly payment is agreed upon, started hours will be remunerated partially.
- 2.4 The contractor invoices monthly for the services rendered. Unless not agreed differently in appendix 1, invoices will be due and payable within 14 days of reception of the invoice without deductions.
- 2.5 Expenditures of the company for contract related travel and overnights will be invoiced separately.

§ 3 Deployment of Freelance Staff and Subcontractors

- 3.1 The contractor is entitled to render the services owed by the contract with the deployment of freelance staff and/or subcontractors.
- 3.2 Between freelancers and subcontractors of the contractor on one side and the client on the other side, no contractual relations in any variance shall be entered. The client is not authorised to deliver instructions or to incorporate them. All parties will ensure suitable organisational measures to prevent this from happening. All questions concerning the implementation of this contract will exclusively be handled between the determined contact persons.

- 3.3 The contractor or possibly its freelance staff and/or subcontractors fundamentally decide the place and time of rendering the services, unless other specifications are required to successfully fulfil the obligations from this contract. Agreed upon schedules must be kept by all parties.
- 3.4 The contractor respectively its freelance staff and/or subcontractors each provide their own working materials needed to render the services. If, for security-relevant reasons and considerations, the utilisation of own devices and gear is not permitted, the client will provide suitable working materials against payment of agreed upon rent.
- 3.5 Insofar both parties agreed in appendix 1 that one or more namely mentioned freelancers or subcontractors are deployed, the contractor should do the utmost to utilise mentioned personnel. If the mentioned personnel are not available to reasons outside the scope of the contractor, the contractor is entitled to deploy other freelancers or subcontractors with comparable qualification. To make use of this right, the contractor requires the approval of the client, which must not be denied by improper reasons
- 3.6 The client can request the contractor to exchange deployed freelancers or subcontractors only if they as vicarious agents of the contractor substantially violated the obligations derived of this contract.

§ 4 Contract Duration

- 4.1 The contract duration is arranged in appendix 1 and ends with the arranged point of time, without requiring a termination of any sort.
- 4.2 During the contract duration both parties can terminate the contract within the notice period agreed upon in appendix 1.
- 4.3 The right to extraordinary termination remains unaffected. Cause for extraordinary cause includes, but is not limited to, the requirement of a belated change to the project description and both parties cannot agree to an adjustment of the contract according to paragraph 1.2.

§ 5 Liability

- 5.1 The contractor renders its services owed from this contract with reasonable care of a prudent businessman.
- 5.2 Advanced liability, especially due to lost profits and consequential damages, shall be excluded. Claims for compensation made by the client, no matter the reason, shall be excluded, unless the contractor is liable for intention, gross negligence, assumed warranty, assumed risk of procurement, violation of life, the body or health or substantial contractual obligations.
- 5.3 The legislative liability for personal damage and according to product liability law shall not be affected.
- 5.4 In case of data loss, the contractor only is liable for the expenses of recovery, which would incur to the client in case of a proper data protection by the client.

§ 6 Property Rights to Results of Work

- 6.1 Unless otherwise agreed upon, the consultant grants the principal the exclusive, transferable, permanent right to use the results of services rendered. This includes, but is not limited to, analyses, target and requirements specifications.

§ 7 Confidentiality

- 7.1 Both parties oblige themselves to keep strictly confidential company and operational secrets of the other party made aware during the contract implementation and only use them to fulfil their tasks appropriately in the scope of the contract and to keep them strictly secret furthermore. This does not longer apply if the information is or has become general knowledge with no fault to the other party.
- 7.2 The confidentiality obligation remains intact ever after termination of this contract.
- 7.3 The client keeps the contractor free of all claims made by third parties resulting of a violation of the clauses in paragraph 7 by the client.

§ 8 Applicable Law and Jurisdiction

- 8.1 This contract is subject to the law of the Federal Republic of Germany with the exclusion of UN purchasing law.
- 8.2 By signing this contract, previous verbal or written agreements between both parties become inapplicable.
- 8.3 Place of jurisdiction and governing law is Hamburg: If the client is considered a merchant, legal entity of public law or of special fund under public law by German law. The stratandnet GmbH can also file a law suit at the client's place jurisdiction.



§ 9 Scope of General Terms and Conditions

9.1 All business relations between the principal and the client subject solely to these terms and conditions. Possible deviating agreements between the principal and the client only apply to the extent that both the principal and the client confirmed these deviating agreements in writing as part of the business relation between both parties. Other terms and conditions shall not apply even if the principal does not expressly contradict those terms and conditions. These general terms and conditions also apply to all future business transactions between both parties, even if we do not refer to them again explicitly.

§ 10 Concluding Provisions

- 10.1 All arrangements, which are subject between both contractual parties due to the execution of this contract must be recorded in this contract and its appendices.
- 10.2 Adjustments to this contract must occur in written form. This is valid for adjustments to the written form requirement as well.
- 10.3 The stratandnet GmbH maintains the right, to transfer its rights and obligations conferred by this contract to any associated company according to § 15 AktG at any time with appropriate notification of the subcontractor. With agreeing to this contract, the client accepts such transfer.
- 10.4 In case one of the arrangements of this contract is in contradiction to an arrangement within the appendices, the arrangement of the appendix shall apply.
- 10.5 In case one of the arrangements of this contract or its appendices becomes void or is unfeasible, the other provisions remain untouched. The void arrangement will instead be replaced with the legal regulation.

Effective as of: 01st February 2019