



General Terms and Conditions for Consultants

on the part of

stratandnet GmbH

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

§ 1 Contractual Object

- 1.1 The consultant obliges himself to independently render services for the principal according to this framework and the appendices.
- 1.2 The project details will be written down in the project description in appendix 1. 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 principal must be informed without delay, if the consultant notices that the schedule defined in the project description can not be maintained. Additionally, the principal must be informed about the reason and the estimated time of delay.
- 1.4 The principal for his part works towards the adherence of the agreed timetable. As far as the principal is contractor to a third party, he obligates the third party to promote the project with appropriate participation.
- 1.5 In appendix 1 the principal determines a contact person who is responsible to tune and coordinate all questions concerning the implementation of this contract with the consultant. Should further agreements be necessary with third parties, those will be taken care of by the mentioned contact person. The consultant will especially not communicate with the client directly, without informing the contact person at stratandnet GmbH.
- 1.6 No rights or obligations shall be established by this contract between the client and the consultant. Possible requests must be forwarded to the principal's contact person.

§ 2 Remuneration

- 2.1 For his efforts the consultant will be remunerated 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 consultant informs the principal immediately when approximately 80 percent of the time requirement is attained. Once the limit is reached, the consultant informs the principal as well. Thereupon on request of the principal the consultant must render the agreed services. Is the exceedance of the limit not based on reasons the subcontractor is not responsible for, he continues invoicing the further incurring hours based on the agreed remuneration until the Milestone is successfully met. The principal bears the burden of proof concerning the reasons for exceedance. Details shall be regulated in appendices 1 and 2.
- 2.3 The remuneration is deemed plus value-added tax, which the principal is liable for.
- 2.4 The consultant provides the principal with a time sheet at latest at the third working day of the following month. The principal is entitled comment on or make corrections to the timesheet or demand evidence up to three months after submission of each timesheet. Resulting repayment claims can be cleared against remuneration receivable by the contractor for following months.
- 2.5 The consultant is entitled to invoice monthly. The invoice must confirm to all legal standards and must include all legal information. This especially applies for the tax identification number and the value-added tax identification number. The principal is entitled to retain the remuneration until an invoice that complies to these requirements is presented for each corresponding month.
- 2.6 In case of an intra-community service the invoice must contain the value-added tax identification number of the subcontractor and the explanation that the value-added tax regarding the intra-community services equals 0% (Reverse-Charge-Procedure).
- 2.7 If not arranged differently in appendix 1 the consultant is not entitled to demand reimbursement for expenses corresponding with fulfilling the project. If expenses are reimbursed, the subcontractor must submit all relevant receipts to the principal.
- 2.8 If the contract will be expanded, both parties agree that the remuneration of the subcontractor is not subjected to change, unless it is arranged differently in writing at least.
- 2.9 § 615 BGB does not apply.

§ 3 Freelance Activity

- 3.1 The consultant renders his services as a freelancer. He is free to choose time and location, unless other specifications are required to successfully fulfil his obligations from the contract. Dates and schedules agreed upon between the parties must be adhered to.
- 3.2 The consultant uses his own working materials and is responsible for them. Should the tasks require access to certain computer systems, the principal will loan them to the consultant. The consultant will pay rent, which will be agreed upon separately between both parties.
- 3.3 The consultant is aware of the fact that freelance work does not require mandatory social insurance contributions, so that the consultant is responsible for his own appropriate insurance, for example a pension scheme or disease prevention.
- 3.4 The consultant must pay tax on all received remunerations lawfully.
- 3.6 The consultant renders his services based on the current standing of science and technology. The consultant warrants according to legal regulation.
- 3.7 The consultant is obligated to maintain a valid business liability insurance amounting to 1.000.000 EUR per personal or material damage. Upon request of the principal, proof of insurance must be presented.

§ 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.

§ 5 Property Rights to Results of Work

- 5.1 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. The transfer of this right takes place at the moment of their development in the person of the consultant. The consultant takes care of being authorized for the transfer in the necessary scope.
- 5.2 Above mentioned rights for work results account as paid for with the remuneration according to paragraph 2 of this framework.
- 5.3 The consultant works to ensure that all services rendered in the scope of this framework are free of property or protection rights of third parties and that there are no other rights existing that restrict or prohibit the application. The principal is to be kept free from possible claims of third parties by the contractor.

§ 6 Client Protection

- 6.1 The consultant is prohibited, during the duration of this framework and up to 12 months after its termination, from entering contractual relations with clients of the principal, whose projects he worked on, or with clients of that client, if they are meant to render services comparable to those rendered in the name of the principal. The subcontractor must impose this prohibition on all the employees deployed in his name during the implementation of this framework.
- 6.2 In case of violation against clause 8.1 the consultant will be fined a contractual penalty. The amount of the contractual penalty equals three-times the average monthly remuneration of the subcontractor, the principal invoiced to the client.

§ 7 Confidentiality

- 7.1 The consultant agrees to enter a binding and enforceable agreement about contract data processing upon request of the principal.
- 7.2 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.
- 7.3 The consultant is obligated to maintain silence about the negotiated remuneration and the content of this framework towards third parties, especially the client and its employees.
- 7.4 The confidentiality obligations remain intact even after termination of this framework.
- 7.5 All documents the consultant receives from the principal or the client or that were created for the implementation of this contract, must be given back immediately upon request of principal though at latest with the date of termination of this contract. The right of retention is excluded.
- 7.6 The consultant keeps the stratandnet GmbH free of all claims made by third parties due to the infringement of any regulations of paragraph 7.
- 7.7 In case of infringement of any regulation of paragraph 7 the subcontractor will be fined a contractual penalty of 10.000 EUR, in case of long-term infringements for each month anew. This shall not affect the assertion of any further damage to which the contractual penalty will be counted towards.



§ 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 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 Provision

- 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 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 subcontractor accepts such transfer.
- 10.3 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.
- 10.4 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