

General Terms and Conditions of Consocium GmbH for Consultants

§ 1 Scope of Application, Contractual Partner

1. For the business relationship between Consocium GmbH, represented by Managing Director Mr. Christoph Rammé, Fischertwiete 2, Chilehaus A, 20095 Hamburg, Germany, (hereinafter referred to as: "Consocium") and the consultant (hereinafter referred to as: "Consultant"), the following General Terms and Conditions apply exclusively in their version valid at the time of conclusion of the contract. They also apply to all future contracts, even if they are not agreed on separately again.
2. Any terms and conditions of the Consultant or third parties do not apply, even if Consocium does not contradict their validity separately in individual cases. Even if Consocium refers to a letter that contains or refers to any terms and conditions of the Consultant or a third party, this does not constitute consent to the validity of those terms and conditions.
3. These General Terms and Conditions regulate the rights and obligations of the contracting parties arising in connection with individual mediation processes

§ 2 Subject Matter of the Contract, Conclusion of the Contract

1. Consocium has contacts with consulting clients and management consultants (hereinafter referred to as: "Customers") and offers a brokerage service for project orders. By accepting these General Terms and Conditions, the Consultant joins Consocium's network of consultants in order to have Consocium broker project orders for the Consultant - in addition to the Consultant's own business.
2. The Consultant is self-employed and - apart from the obligations set out in these General Terms and Conditions - remains free in regards to the Consultant's own entrepreneurial decisions. The Consultant is not in an employment relationship with Consocium or with the respective customer or client (i.e. the respective company for which the Consultant works).
3. If the Consultant receives a request from Consocium for a customer, the Consultant can instruct Consocium to pass on the Consultant's qualification profile to the customer and to establish direct contact by passing on the Consultant's contact details (hereinafter referred to as: "Referred Client"). The Consultant must then refrain from applying to the same request through other intermediaries.
4. If the Consultant has concluded negotiations with a Referred Client, the Consultant shall inform Consocium of the results thereof without undue delay in text form. The agreed-upon expenses regulation may not constitute a fee replacement or a fee component. The Consultant is not obliged to accept an order brokered by Consocium.

§ 3 Remuneration; Obligation of the Consultant to Pay

1. For the placement of project orders with Customers of Consocium, the Consultant shall pay Consocium a remuneration of 12% of the total net fee (i.e. excl. expenses and sales tax). If the Consultant and Consocium agree on different regulations for individual placements, these must be recorded at least in text form.
2. Consocium's compensation claim arises upon conclusion of a temporary service contract (hereinafter referred to as: "Project Contract") between the Consultant and the Referred Client.

This also applies if the conclusion of the Project Contract is only concluded after the termination of this framework contract due to the activities of Consocium during the term of this framework contract.

3. If a placement triggering remuneration according to § 3 Para. 1, Para. 2 is followed by a further project assignment or an extension of the Consultant's project assignment with the same Referred Client or with a company affiliated with the same Referred Client within the meaning of Section 15 of the German Stock Corporation Act (AktG), the Consultant shall have a corresponding remuneration obligation vis-a-vis Consocium, notwithstanding any placement by Consocium, unless the Consultant proves (e.g. by appropriate written confirmation by the Customer) that the further project assignment would also have come about without Consocium's original action.

4. If the establishment of contact between the Consultant and a Referred Client by Consocium (cf. § 2) does not lead to the conclusion of a Project Contract for the requested project, but the Consultant concludes a Project Contract for another project with the same Customer or a company affiliated with the same Customer within the meaning of § 15 AktG at a later date (within 24 months), the remuneration obligation according to § 3 Para. 1 also arises for that contract. This does not apply if it is proven that the further project deployment would have taken place even without Consocium's original action.

5. The remuneration obligation also arises if it is circumvented by other arrangements; this is e.g. the case when the Consultant acts indirectly, on behalf of third parties or for the account of a third party for a Referred Client and the contract is concluded by a natural or legal person who is in close and permanent legal or personal connection with the Consultant or the Referred Client.

§ 4 Anti-circumvention Provision and Information Requirements

1. If the Consultant concludes a Project Contract with a Referred Client, the Consultant shall inform Consocium without undue delay and send a copy of the concluded contract. The same applies to extensions of and changes to Project Contracts with Referred Clients. If non-disclosure agreements prevent the Consultant from providing a copy of the contract, the Consultant shall provide, in text form, the information necessary for invoicing by Consocium, such as the Consultant's fee, expense regulations, term, number of working days to be performed, and invoicing and payment modalities.

2. In addition, the Consultant shall notify Consocium without undue delay of the conclusion of any contract relating to the Consultant's labor, in particular an employment contract, with a Referred Client.

3. The Consultant shall inform Consocium without undue delay if a Project Contract with a Referred Client has been terminated by the Consultant or the Customer.

4. The prohibition of circumvention and the information requirements apply in the same way to all evasive transactions (cf. § 3 Para. 5).

§ 5 Contractual Penalty

1. If the Consultant violates any obligations under § 4, the Consultant shall pay a contractual penalty in the amount of 20% of the fee agreed upon with the Referred Client, but at least EUR

5,000.00 to Consocium. This does not apply if the Consultant has demonstrably not caused the violation. In the event of a dispute, the amount of the contractual penalty will be reviewed by the competent Hamburg Regional Court. In this context, it must comply with reasonable discretion.

2. Consocium is entitled to assert the contractual penalty in addition to the remuneration according to § 3; the assertion of further damage remains unaffected.

§ 6 Invoicing and Payment Processing

1. The Consultant shall issue each invoice to a Referred Client no later than the tenth day of a month for the previous month and send Consocium a copy of this invoice no later than three working days after that. This can be done by postal or electronic means. The time of receipt by Consocium is decisive for compliance with the deadline.

2. In case of concerns regarding the factual correctness of the transmitted invoice, Consocium may verify its correctness, inter alia, through information provided by the Referred Client.

3. Consocium shall issue the invoice for remuneration (as per § 3) based on the copy of the invoice (as per § 6 Para. 1) settled with the Referred Client. The invoice is due for payment no later than ten days after the due date of the invoice issued by the Consultant to the Referred Client, unless the Consultant has not yet received payment from the Referred Client at that time. The Consultant shall inform Consocium accordingly and prove the default of payment accordingly upon request (e.g. confirmation from a tax advisor).

4. Should the Consultant meet the deadlines under § 6 Para. 1, Consocium may invoice the remuneration (as per § 6 Para. 3) correspondingly earlier.

5. If the invoice copy (as per § 6 Para. 1) is not received by Consocium by the 20th day of the month at the latest, Consocium may invoice the Consultant for the remuneration (as per § 3) based on the number of working days expected according to the underlying Project Contract. This shall not affect the assertion of any further claims.

6. If a Referred Client will no longer pay an invoice issued by the Consultant definitively and demonstrably in whole or in part, Consocium's corresponding claim against the Consultant will also expire in whole or in part accordingly.

§ 7 Liability of Consocium

1. Consocium assumes no liability for consulting errors or other breaches of duty by the Consultant vis-a-vis any Referred Client or breaches of duty by the Referred Clients vis-a-vis the Consultant.

2. Consocium is liable vis-a-vis the Consultant without limitation in the event of intent or gross negligence and for injury to life, limb or health.

3. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), Consocium's liability is limited in amount to the damage that is foreseeable and typical for the type of commercial transaction in question.

4. There is no further liability on the part of Consocium.

5. The above limitation of liability also applies to the personal liability of the employees, representatives and bodies of Consocium.

§ 8 Term

1. The contract existing between Consocium and the Consultant on the basis of these General Terms and Conditions is concluded for an indefinite period and can be terminated by both parties properly with a notice period of one month to the end of the month. Any termination of this contract has no effect on any Project Contract that exists at that time between the Consultant and a Referred Client.
2. Any termination must be in writing to be effective.
3. Even after termination, the obligations of both contracting parties in accordance with § 3 Remuneration, § 4 Anti-circumvention Provision and Information Requirements, § 5 Contractual Penalty and § 6 Invoicing and Payment Processing remain for another 24 months.

§ 9 Confidentiality

The Consultant shall keep the identity of the clients proposed or referred by Consocium as well as the contents of the orders confidential, unless the client expressly agrees to the disclosure of the information to third parties or this information is already publicly known.

§ 10 Miscellaneous, Final Provisions

1. All possible disputes arising out of or in connection with this contract will be decided in accordance with the laws of the Federal Republic of Germany and by German courts. If the Consultant is a merchant or a legal entity under public law, Hamburg, Germany, is agreed upon between the Consultant and Consocium as the place of performance for the mutual obligations arising from these General Terms and Conditions and the place of jurisdiction for any disputes.
2. Tacit, oral or written ancillary agreements have not been made. All changes and additions to these contractual agreements must be made in writing.
3. The Consultant may only offset undisputed or legally established claims against Consocium.
4. If the contract or these General Terms and Conditions contain loopholes, these loopholes will be filled with legally effective regulations that the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.
5. In the event of questions regarding interpretation or disputes, the German version of the General Terms and Conditions of Consocium GmbH for Consultants shall prevail.