



## GEOS Germany GmbH

### General Terms and Conditions of Purchase (GTCP)

#### 1. Scope of application

GEOS Germany GmbH is a consulting company for all issues relating to security and crisis management for companies and private individuals.

The following GTCP apply to all services provided by third parties (external service providers) which GEOS Germany GmbH contracts out for the provision of its commissioned services.

Services within the meaning of these GPC are all types of services, irrespective of whether they are to be classified as a work, service, or agency.

The GTCP shall also apply to future services, even if they are not separately agreed again.

Legally relevant declarations and notifications to be made by the third-party service provider to GEOS Germany GmbH after conclusion of the contract (e.g., setting of deadlines, reminders, withdrawal) must be made in writing, e.g., in written or text form (e.g., letter, e-mail, fax).

#### 2. Scope of Services

The detailed description of the services provided by the external service provider results from the order confirmation, the appendices thereto and any service descriptions of GEOS Germany GmbH.

GEOS Germany GmbH is entitled to change the service description, in particular regarding time, place and type, at any time by means of written notification. The proven and reasonable additional costs incurred as a result of the change shall be reimbursed to the third-party service provider.

The external service provider shall provide its services independently and shall be responsible for the payment of taxes and contributions in its own company. An employment relationship shall not be established between the parties.

#### 3. Costs

The prices listed in the order confirmation are binding.

In the absence of a written agreement to the contrary, the price shall include all expenses, travel, and ancillary costs of the external service provider.

Estimated prices stated by the external service provider for services on a time and material basis, in particular cost estimates, are binding and are to be understood as the maximum expenditure for the service described. The quantity estimates on which an estimate is based shall be based on a properly conducted evaluation of the scope of services.

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Value added tax shall be invoiced at the statutory rate applicable at the place where the service is rendered. GEOS Germany GmbH shall be entitled to the rights of set-off and retention to the statutory extent.

#### 4. Terms of payment, due date

Unless otherwise agreed, payments shall be made net after completion of the service and invoicing with a period of 30 days.

In the event of default in payment, we shall owe default interest of five percent above the base interest rate pursuant to § 247 BGB (German Civil Code).

#### 5. Duties and obligations of the parties

The external service provider shall observe the recognized rules of technology, the respectively valid statutory and official regulations, and rules as well as the operational rules of GEOS Germany GmbH. Unless otherwise agreed, he shall obtain all official approvals. The external service provider shall be obliged to provide GEOS Germany GmbH with information on the current processing status at any time upon request. Agreed deadlines or schedules for the provision of services are binding. Any change requires the prior written consent of GEOS Germany GmbH.

The external service provider shall provide the machines, technical and other work equipment required for the performance of the service and the appropriately qualified and instructed personnel. The commissioning of vicarious agents or subcontractors beyond the scope agreed in the order requires the prior written consent of GEOS Germany GmbH.

In order to perform the services, the parties shall provide each other with all the necessary information in a timely manner, with the correct content and in full, and shall bring about the necessary internal decisions and provide other support that is required or conducive to the proper performance of the service..

#### 6. Termination, set-off, retention

If the external service provider defaults on its services or breaches its essential contractual or obligation duties and if a reasonable period of grace set by GEOS Germany GmbH expires to no avail, GEOS Germany GmbH is entitled to terminate the contract without notice. Services rendered and proven costs incurred up to that point shall be invoiced in accordance with these GPC. The right of both parties to terminate the contract for good cause shall remain unaffected.



## 7. Liability

In the event of a pre-contractual, contractual, or non-contractual breach of duty, the third-party service provider shall be liable for damages and reimbursement of expenses - subject to further contractual or statutory liability requirements - for all direct and indirect damages within the scope of the respective order in accordance with the statutory provisions.

However, any claims for compensation shall expire by way of derogation within 36 months, unless the statutory provisions provide for longer limitation periods.

## 8. Warranty

If warranty claims exist according to the respective type of contract, the statutory provisions shall apply.

However, the warranty period shall be 36 months in derogation thereof.

## 9. Secrecy, data protection

The disclosure of documents, in particular of the results of investigations, to third parties is only permitted with the written consent of GEOS Germany GmbH.

The contractual partners expressly undertake to maintain secrecy about all business transactions as well as about any business secrets of the other contractual partner that may have become known, even after the termination of the business relationship, and not to use this knowledge directly or indirectly for themselves or for third parties. The mentioned duty of confidentiality shall not apply insofar as information has already become known through no fault of the contractual partner or the disclosure of the information is necessary for the fulfilment of the assigned tasks. This applies, but not exclusively, to the disclosure of information to authorities, to other external consultants and to other companies that relate to the fulfilment of the assigned tasks and were included in the order or to whose assignment GEOS Germany GmbH has given its written consent. To the same extent as for the external service provider, the duty of confidentiality also applies to its employees, vicarious agents and subcontractors used in connection with the fulfilment of its contractual obligations. The external service provider shall ensure that these are also protected by the duty of confidentiality. Insofar as the parties process personal data of the client within the scope of the services owed, the parties undertake to comply with the relevant provisions of data protection law. The data protection declaration of GEOS Germany GmbH can be viewed on the homepage of GEOS Germany GmbH.

## 10. Rights of use

Insofar as the granting of rights of use to the work results of the third-party service provider is agreed under the contract, the third-party service provider shall grant GEOS Germany GmbH all transferable rights at the time they come into existence, at the latest at the time they are acquired. The transfer includes the right of onward transfer to third parties. No remuneration shall be owed for this.

The third-party service provider warrants that the rights of third parties, in particular those of its vicarious agents and subcontractors, do not conflict with the granting of rights in accordance with the above paragraph and shall indemnify GEOS Germany GmbH against claims in this respect.

## 11. Anti-Corruption/Compliance

Integrity and compliance are of particular importance to GEOS Germany GmbH. This being said, the third-party service provider undertakes, in connection with the fulfilment of its contractual obligations, to comply with all applicable laws, ordinances and regulations as amended from time to time, in particular those relating to the fight against corruption and money laundering and for the purpose of combating terrorism, the protection of the rights of employees and child labor, competition and environmental law as well as data security and data protection. The external service provider shall not commit any prohibited acts, either directly or indirectly, in connection with the contractual services.

In the event of a suspected breach of the obligations arising from this clause 11, the third-party service provider shall immediately clarify possible breaches and inform GEOS Germany GmbH of the clarification measures taken. If the suspicion proves to be justified, the third-party service provider must inform GEOS Germany GmbH in writing within a reasonable period of the internal measures it has taken to prevent future violations.

GEOS Germany GmbH reserves the right to check the third-party service provider's compliance with laws, ordinances, and regulations on a random basis insofar as they affect the performance of the contract.

In the event of a breach of the third-party service provider's obligation under the above provisions and in the event of serious breaches of the law by the third-party service provider, GEOS Germany GmbH shall be entitled to terminate the contract without notice for good cause.



In addition, the third-party service provider shall owe compensation for damages and indemnification against all claims, claims for damages or fines as well as any legal prosecution or legal defense costs that third parties may assert against GEOS Germany GmbH. The third-party service provider is obliged to declare to GEOS Germany GmbH in writing the unlimited waiver of the assertion of any limitation and comparable defenses against the aforementioned claims of GEOS Germany GmbH.

The external service provider is aware of the GEOS Germany GmbH Code of Conduct on Social Responsibility, and this is an expression of the common value base. The Code of Conduct of GEOS Germany GmbH can be viewed on the homepage.

The external service provider shall oblige its employees, vicarious agents, and subcontractors that it uses in connection with the fulfilment of its contractual obligations to comply with the provisions of this clause 11.

## 12. Storage

Unless longer retention periods apply by law, the third-party service provider shall retain all documents for a period of five years and then hand them over to GEOS Germany GmbH on request.

GEOS Germany GmbH is entitled to demand the return of all documents relating to the order at any time, even before the expiry of this period.

All documents of any kind made available by GEOS Germany GmbH shall remain the property of GEOS Germany GmbH. They must be carefully stored by the external service provider, protected against damage of any kind, and only used for the purpose of fulfilling the contract. GEOS Germany GmbH may demand their return at any time without stating reasons.

## 13. Defense clause, written form requirement

General terms and conditions of third-party service providers that contradict or supplement these GTCP shall not apply. General terms and conditions of third-party service providers shall only apply if GEOS Germany GmbH has expressly agreed to them in writing.

Amendments or supplements to these GTCP must be made in writing. Verbal subsidiary agreements shall require written confirmation to be valid. This shall also apply to the cancellation of this written form requirement.

## 14. Severability clause, applicable law, Jurisdiction, Contractual Language

If one or more provisions of these GPC are or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the invalid provision in a legally permissible manner, and which corresponds to the economically intended purpose. In the event of any loopholes, the provision shall be deemed to have been agreed which the contracting parties would have made if they had been aware of the loophole.

These Terms and Conditions and the entire legal relationship between GEOS Germany GmbH and the third-party service provider shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of law's provisions. The exclusive place of jurisdiction for all disputes arising from contractual relations shall be Bonn, insofar as the requirements of Section 38 of the German Code of Civil Procedure (ZPO) are met.

Contract language is either German or English

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