

Consulting Agreement for Clients

As of 25.10.2016

This framework agreement governs the provision of consulting services by COMATCH GmbH ("COMATCH"), with its registered office in Berlin, to your company (the "Client"). COMATCH agrees with you the material conditions of its consulting services on an individual, per project basis in the "offer of services".

A. Conclusion of the contract

The Client can place project vacancies using its online profile or by telephone, and provides the project objective, the required expertise of the consultant, the approximate duration of the project, the project location, and the approximate budget. Based on these project vacancies, COMATCH contacts suitable consultants and submits to the Client an offer containing the following information:

- the identity of the consultant
- the consultant's experience, education, and qualifications
- the daily rate (including or exclusive of travel costs)

The Client can then become acquainted with the suggested consultant through COMATCH, and, within five days, either accept the offered contract or submit a counteroffer, e.g. with a different daily rate or contract duration. COMATCH may accept the counteroffer within a further five days, subject to the approval of the consultant suggested.

The "Consultant", and thus the service provider, is the person specified in the offer of services (or persons, in the event a consulting team is booked). COMATCH may conclude this contract with a single consultant working in a freelance capacity (natural person) or with a consulting firm (legal person); e.g. UG (limited liability) or GmbH.

B. Consulting

The content of the consulting services depends on the agreed offer of services. COMATCH does not itself provide the consulting services, but commissions a suitable freelance consultant with their provision. During the project, this consultant shall:

- perform the consulting services with the appropriate care, skill, and to the full extent of his abilities, with the objective of fully satisfying the Client.
- in the case of time-based consulting, regard the agreed working hours per day (8-9 hours) as an approximate goal, and expend such time as is necessary to successfully complete the project.
- in the case of milestone-based or project-based consulting work, ensure that the milestones are achieved by the agreed dates and to the satisfaction of the Client.

If the consultant is unable to provide his services as a result of illness or injury, he shall inform the Client of such circumstances as soon as possible. If a consultant drops out of a project, COMATCH shall attempt to find a substitute consultant after being so notified and specifically requested to do so by the Client (via e-mail addressed to info@comatch.com).



C. Fee and invoicing

The fee payable to COMATCH is calculated on the basis of the actual number of consulting days provided and the agreed daily rates (which in turn comprise the daily rate set by the freelance consultant, plus a COMATCH agency commission of approx. 15%), plus applicable VAT.

In order to record the number of days of consulting services provided, the freelance consultant shall enter them in the time record sheets provided by COMATCH (the "activity tracker"). COMATCH shall invoice the Client for the resulting amount on a monthly basis. The Client has seven days in which to review the times claimed. If the Client does not object to the claims within this period, the times claimed are considered to have been accepted. The invoiced amount is payable no later than 28 days thereafter; all amounts outstanding after this period are subject to payment of variable interest (EURIBOR + 4% per year), taking into account the three-month period, plus reasonable administration fees.

D. Anti-circumvention provision

During the term of the contract and for a period of 18 months after its expiry (the "reserved period"), the Client may only employ a consultant offered to the Client by COMATCH or originally commissioned by the Client through COMATCH in circumvention of COMATCH's services if the Client pays a separate and additional fee.

The Client is obligated to inform COMATCH at a minimum via e-mail if it employs a consultant during the reserved period, whether for the first time or not. This also applies to further services or consultant resources the client is introduced to or informed about by the consultant. This might be experts/network partners cooperating with the consultant as well as services which the consultant brings into the cooperation with the aim of making a profit.

If a consultant is employed in circumvention of COMATCH's services, COMATCH has a claim to payment of a fee calculated as follows:

25.0% of the consultant's daily rate applied throughout the duration of the project carried out in circumvention of COMATCH within the reserved period.

The fee (plus statutorily applicable VAT) is payable to COMATCH within 28 days of the start of the new project. If the consultant is again engaged during the reserved period in circumvention of COMATCH's services, the abovementioned fees will be assessed again.

E. Permanent employment of a consultant

If the Client wishes to permanently employ during the reserved period a consultant originally provided or offered by COMATCH, the Client must pay COMATCH a commission in the amount of 20% of the consultant's annual gross salary (plus statutorily applicable VAT) within 28 days of the start of the permanent employment relationship. If a variable salary component is present, 50% of the maximum amount thereof will be added to the consultant's gross annual salary for the purpose of the commission estimation.

F. Liability

COMATCH is liable for losses as follows:

- without limitation, for losses resulting from tortious acts or gross negligence;
- without limitation, for loss of life, physical injury, or injury to health;



- to the extent of losses which may typically be expected to occur in the course of the contractual relationship in question (typically foreseeable losses), normally limited to the value of the project specified in the offer of service, for losses resulting from the violation of material contractual obligations due to simple negligence. COMATCH is not liable for violations of nonmaterial contractual obligations resulting from simple negligence.

COMATCH's liability extends to the acts or omissions of COMATCH itself, the consultants, its legal representatives, managing employees, or simple agents.

As COMATCH makes use of the services of freelance consultants to perform the consulting services, COMATCH hereby assigns to the Client all of its own potential claims against the freelance consultant for damages and for contract fulfilment. The client is to orient itself in line with the actions of the respective consultant prior to seeking redress from COMATCH.

G. Copyright

Conditional upon payment in full of the consulting fee, COMATCH and the consultant grant to the Client all existing and future rights to the intellectual property and materials developed in the course of the project.

COMATCH warrants to the Client that

- it neither has transferred nor shall in future transfer to third parties the rights to the work product created during the project;
- insofar as known, the use of the work does not infringe the any third-party rights;
- with the exception of the fees specified in this agreement, no further charges or other compensation shall be payable for the complete transfer of the rights.

H. Confidentiality

Neither Party is permitted to use without the prior written consent of the other Party information of a confidential nature or marked as confidential by the other Party for any other purpose than the fulfilment of this agreement, whether during or after the expiry of the term of the agreement. Furthermore, the consultant and COMATCH shall, at any time during the project, return to the Client at the Client's request all materials containing confidential information.

COMATCH reserves the right to publish on the COMATCH website a brief, anonymized description of the project, specifying the subject, industry, and duration of the project.

I. Duration and termination

Each project begins on the starting date specified in the offer of services. The project continues until the earlier of the following two events:

- the agreed ending date (including any amended ending date that may be or has been agreed with the consent of all parties (i.e. the Client, the Consultant, and COMATCH) [via ...])
- termination by the Client without specification of a reason, in written form and with 2 weeks' notice. The Client shall be responsible for assuming the costs of any travel reservations which cannot be cancelled, or any other cancellation costs incurred by COMATCH, upon submission by COMATCH of proof of such costs

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In addition, the Parties may terminate this agreement in writing with immediate effect in the event of a violation by the other Party of a material contractual obligation. This includes any and all behaviour which could negatively affect a Party's reputation, and in particular if

- a Party seriously violates terms of the contract, or continues in such a violation
- a Party is prosecuted for or convicted of a criminal offense
- the consultant does not meet minimum standards for the professional provision of services.

After completion of a project, COMATCH is obligated

- to return to the Client all its relevant property and confidential information, and
- to irreversibly delete or destroy all information related to the precise contents of the project (whether in written form or on magnetic or optical storage media).

J. Applicable law and place of jurisdiction

The contractual relationship shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Insofar as permissible, the place of jurisdiction for disputes arising under or in relation to this agreement shall be Berlin.

K. Contractual amendments and collateral agreements

These terms and their Annexes comprise the complete agreement between the Parties, and replace any and all previous drafts, contracts, agreements and arrangements between them.

COMATCH reserves the right to amend these terms. By continuing to use the service provided by COMATCH, the client agrees to such amendments. Insofar as an amendment is a material amendment with significant effects, COMATCH must provide reasonable advance notice of the change.

L. Severability clause

Should any of the above provisions be found to be legally invalid, this shall not result in the invalidity of the remaining provisions. Rather, the invalid provision shall be replaced by a valid provision reflecting the economic intent of the invalid provision.