

Freelance contract

between

EIT Raw Materials GmbH

vertreten durch die Geschäftsführer
Bernd Schäfer und Dr. Andreas Klossek

Knesebeckstr. 62/63
10719 Berlin

VAT# DE301692026

- hereinafter referred to as "EIT RM" -

and

...

...

- hereinafter referred to as "Contractor" -

§ 1

Contractual services

- (1) Within the framework of this freelance activity, the contractor shall contribute his activity for consulting and support in the strategic process of EIT RM.
- (2) The contractor shall provide his services autonomous and self-dependent at his own obliging discretion and on its own invoice. In detail, the Contractor shall provide the following deliverable on the **topic of ...** :

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- (3) Further details of the nature and scope of the contractual services shall be determined by mutual agreement between the contracting parties as required. These specifications shall not require the written form.
- (4) The contract shall commence **on ...** and end **on ...** without any notice of termination being required.

§ 2

Immunity from direction

- (1) The Contractor shall be self-employed and free in the organisation of his activities. The Contractor shall not be subject to the instructions of EIT RM in the performance of his duties. As a rule, the Contractor shall determine the duration, type, time and place of performance of the contractual services at his own discretion.
- (2) The Contractor is not entitled to legally represent EIT RM, nor to issue instructions to the EIT RM's personnel.

§ 3

Form of activity

- (1) The contractual services shall be provided personally by the Contractor.
- (2) The Contractor shall inform EIT RM immediately and in written form about any temporal delay.
- (3) If, for reasons of proper performance of the contractual services, there is a need to carry out work meetings, these shall be arranged by agreement.

§ 4

Remuneration

- (1) The Contractor shall receive a remuneration of **... EUR per day** for his contractual services. If statutory value-added tax (VAT) is due, this shall be assessed additionally. The VAT has to be shown separately on the invoices. The Contractor shall keep an hourly record of his activities. It is expected that the Contractor will perform **... working days** during the term of this contract corresponding to total remuneration of **... EUR**.

(2) The Contractor shall invoice his remuneration on the 15th day of the following month. Payment of the remuneration shall be made within 30 days of invoicing by the Contractor and confirmation of the service rendered by EIT RM by way of transfer to the following account:

Bank/BIC: bank details:

(3) All statutory and contractual claims to remuneration and fringe benefits, taxes, travel expenses, etc. shall be settled upon payment of the fee. The payment of taxes, social security contributions or other insurances etc. is the responsibility of the Contractor and is therefore his responsibility. EIT RM does not assume any responsibility or obligation in this respect.

§ 5

Data protection and confidentiality

(1) The Contractor shall be obliged to comply with data protection regulations. In particular, personal data that come to the Contractor's knowledge may only be used for the performance of contractual services.

(2) The Contractor undertakes to maintain confidentiality beyond the end of this contract in respect of all operational matters of which he becomes aware, or which become known to him, including the amount of his remuneration.

(3) The Contractor shall be obliged to properly store the business and operating documents provided by the Client. During the duration of the contractual relationship, the documents shall be returned to EIT RM at EIT RM's request and immediately after termination of the contractual relationship without being requested to do so.

(4) Sec. 5 shall also apply to all other documents and objects which the Contractor receives during the contractual relationship. The assertion of a right of retention is excluded.

§ 6

Inability to work, no Vacation

(1) The Contractor shall inform EIT RM immediately of disablement due to illness and its expected duration.

(2) The Contractor is not entitled to receive remuneration in cases of illness or other forms of disablement.

(3) There is no entitlement to paid vacation.

§ 7

Use of the work results

(1) All rights to all work results in connection with the Contractor's work for EIT RM are the exclusive and unrestricted property of EIT RM. EIT RM shall be entitled to use all results and records prepared by the Contractor within the

scope of this contract, including the associated documents, such as reports, drawings, expert opinions, and procedures, for its purposes without restriction in terms of space, time and content without restriction.

(2) The Contractor hereby transfers to EIT RM the exclusive rights of use, unrestricted in terms of time, space and content, at the time the work results are created.

(3) The Contractor hereby waives, as far as legally possible, any legal positions to which it may be entitled under personal rights, in particular the right to be named as the author and the right to make a work accessible.

(4) If the Contractor intends to use results from the contract for other purposes, he shall obtain the prior written consent of EIT RM. The contracting parties shall lay down the conditions in a written agreement.

§ 8

Liability

(1) The Contractor shall be liable to EIT RM for damages arising from defective and/or untimely provision of the contractual services.

(2) EIT RM shall be liable - for whatever legal reason - only for intent and gross negligence. This shall also apply to its legal representatives as well as its vicarious agents. This limitation of liability shall not apply to loss of life, physical injury or damage to health.

§ 9

Termination

(1) The contracting parties may terminate the contract at the latest on the first working day of a month for the end of the month without giving reasons. Termination without notice for good cause remains unaffected. Notice of termination must be given in writing.

(2) If the contract is terminated, EIT RM shall remunerate the Contractor for the contractual services rendered up to the time of termination in accordance with Sec. 4.

§ 10

Preclusive time limit

(1) All claims of the contracting parties arising from the freelancer contractual relationship and those in connection with the freelancer contractual relationship must be asserted in writing within three months of their creation, at the latest within three months of the termination of the contract. If the other party rejects the claim or does not respond within a period of two weeks, this claim must be asserted in court within three months of the rejection or expiry of the deadline. The expiry of the aforementioned deadlines leads to the final expiry of the claims.

(2) The preclusive time limit does not apply in cases of liability based on acts of intention. The preclusive time limit does not apply in cases of personal injury. The preclusive time limit does especially not apply in terms of the Contractor's obligation of secrecy after the agreement has been terminated.

§ 11

Final provisions

- (1) The cancellation, amendments, or supplements to the provisions of this contract must be made in writing.
- (2) The statutory provisions on service contracts ("Dienstvertrag") apply supplemental as far as this agreement does not contain other regulations.
- (3) Should individual provisions not be legally effective or unenforceable in whole or in part, the remaining provisions shall not be affected thereby. The same shall apply if a loophole is found. Instead of the invalid or unenforceable provisions or to fill the gap, a provision shall apply which comes closest to the intended purpose in a legally permissible manner.
- (4) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Berlin.
- (5) Either party confirms to have received an original copy of this agreement by their signature.

Date, Place

Date, Place

EIT Raw Materials GmbH

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