

STANDARD TERMS AND CONDITIONS (United Kingdom)

1. Services.

BearingPoint Limited ("BearingPoint") will provide its services in the form of Deliverables. Deliverables consist of one or more of the following: Non-Software Deliverables, Software Deliverables, BearingPoint IP, BearingPoint Tools and/or third-party products (as respectively defined under Section 5), as specified in the engagement letter between BearingPoint and Client (hereinafter, "Engagement Letter") and as further detailed in these Standard Terms and Conditions. BearingPoint Software is not included in the Deliverables.

These Standard Terms and Conditions are an integral part of the Engagement Letter (together, the "Agreement") and will govern the provision of the Deliverables. In the event of a conflict between the provisions of the Engagement Letter and these Standard Terms and Conditions, the terms of the Engagement Letter shall control.

BearingPoint's performance of services may include advice and recommendations provided directly or indirectly by BearingPoint or any of its parent or affiliates. All decisions relating to the implementation of such advice and recommendations shall be made by and are the sole responsibility of the Client. These Terms and Conditions form an integral part of the Engagement Letter and will govern performance of the services.

2. Fees and Invoices.

a) **Billing.** Upon the execution of the Engagement Letter, Client shall pay an "initial payment" of (i) twenty percent (20%) of the anticipated total fees and (ii) any anticipated non-routine significant out-of-pocket expenses such as license fees or other software or hardware procurement fees. BearingPoint shall begin rendering the services upon receipt of the

initial payment. Client acknowledges that BearingPoint may receive commissions, rebates, referral fees or other consideration ("Incentives") pursuant to relationships with travel service providers, software, hardware and other vendors. Client agrees that BearingPoint is not obligated, at any time, to provide any credit to Client for such Incentives provided to BearingPoint and that these Incentives are not part of the compensation. Without prejudice to the confidentiality obligations herein, BearingPoint may disclose to vendors such information about Client's needs as appropriate to secure the payment of the Incentives and to facilitate resale of vendors' products. Invoices shall be mailed to Client twice monthly at the address set forth in the Engagement Letter, unless set forth otherwise in the Engagement Letter. Any credit balance will be applied to the final invoice or refunded.

b) **Payment.** Invoices shall be issued and payment shall be made in British Pounds. If any portion of the invoice is in a foreign currency and Client chooses to pay in British Pounds, the amount due shall be calculated using the official exchange rate in force of the date of payment. Invoices not paid within fifteen (15) days of receipt will be considered delinquent. No discount from BearingPoint's standard rates shall apply to such delinquent invoices and the delinquent portion of the invoice will be subject to a late charge equal to the lesser of one and one half percent (1½%) per month or the maximum amount allowed by law. If Client believes in good faith that an adjustment to an invoice is necessary, it shall provide written notice, detailing the nature and basis of the requested adjustment, to BearingPoint within fifteen (15) days of receipt of an invoice, and promptly pay the undisputed portion of such invoice. Without limiting its rights or remedies, BearingPoint reserves the right to suspend its

provision of the services or terminate the Agreement for any failure by the Client to make timely payment.

Client may, with BearingPoint's prior consent, pay third parties for costs and expenses incurred by or on behalf of BearingPoint or its subcontractors in connection with services rendered pursuant to this Agreement. Client shall provide BearingPoint with monthly statements containing detailed accounting for all such payments made by Client to third parties on or before the last business day of the month following the month in which such payments were made.

c) Taxes, Tariffs, and Duties. Client agrees to pay any sales, use, value-added taxes and any other applicable tariffs or duties, whether domestic or foreign, imposed directly or indirectly ("Taxes") upon BearingPoint, its personnel or subcontractors, or their properties (including their equipment, materials, and supplies), the Deliverables, any portion thereof, or the compensation set forth hereunder. Taxes do not include any taxes imposed on BearingPoint's net income. Client will reimburse BearingPoint for any Taxes paid by BearingPoint or, prior to payment, provide BearingPoint with valid tax exemption certificates. If Client is required by law to make any tax deduction, withholding or payment from any amount paid or payable by Client to BearingPoint under this Agreement, the amount paid or payable to BearingPoint shall be grossed-up to the extent necessary to ensure that BearingPoint receives and retains, free of liability, a net amount equal to the amount that BearingPoint would have received and retained had no tax deduction or withholding

3. Changes in Scope of Work.

BearingPoint will inform Client of the effect on fees and/or the schedule that will result from Client requested changes that affect the scope or duration or nature of the Deliverables.

BearingPoint shall not be bound by any change requested by Client until such change has been accepted in writing by BearingPoint. If the services are being performed at a fixed price the additional services resulting from such change will be billed on a time and materials basis at BearingPoint's standard rates. To avoid doubt, any changes to this Agreement must be agreed by both parties in writing.

4. Termination.

a) Either party may terminate the Engagement Letter on thirty (30) days written notice of a material breach that remains uncured at the end of such thirty (30) day period.

b) In the event that Client wishes to terminate a time and material ("T&M") based Agreement for any reason other than as provided in paragraph (a) above, Client shall provide BearingPoint with a minimum prior written notice ("Termination Notice") of (i) ten (10) days where the engagement is for less than sixty (60) days; or (ii) forty-five (45) days for all other T&M based engagements.

c) In the event that Client wishes to terminate a fixed priced based Agreement for any reason other than as provided in Section (a), Client shall provide BearingPoint with a Termination Notice or at least thirty (30) days.

d) Upon any termination, Client shall pay to BearingPoint all fees and expenses that have been incurred or earned in connection with the performance of the services through the effective date of such termination. Client shall also reimburse BearingPoint for all reasonable costs and expenses associated with any termination, except in case the termination has been caused by a material breach of BearingPoint.

e) For partially completed milestone Deliverables or for partial periods of performance for which milestone or periodic payments are not yet due on the date of termination, Client shall pay BearingPoint a pro rata share of payment based upon the portion of the Deliverables completed by BearingPoint as of the termination date.

5. Ownership and Intellectual Property Rights.

5.1) Definitions.

“BearingPoint IP” shall mean any IPRs or any derivatives thereof, owned, licensed, or otherwise controlled by BearingPoint or any of its affiliated companies, whether developed or acquired prior to or during the performance of services for Client.

“BearingPoint Software” shall mean any software products provided by BearingPoint under separate license agreements.

“BearingPoint Tools” shall mean all BearingPoint tools, web applications, algorithms etc. to which BearingPoint is granting access to the Client as part of the Deliverables hereunder.

“Intellectual Property Rights” (“IPRs”) shall mean all registered and unregistered rights, interest and title in or to any materials, products and results of work and services, whether tangible or intangible, including but not limited to algorithms, computer programs (in any form including source code or object code), interfaces, applications, methodologies, templates, diagrams, flowcharts, tools, specifications, drawings, sketches, models, samples, prototypes, records and documentations, ideas, concepts, know-how, techniques, technology, databases, collections or compilations of data, information or works, formulae, inventions, models, processes and their improvements,

discoveries, furthermore logos, slogans, domain names, uniform resource locators and other names and locators associated with the Internet and other communication networks (jointly “Domain Names”), websites, writings, any other works of authorship, products and data (in each of the foregoing cases, including their respective drafts, preliminary stages, derivatives, enhancements thereof and modifications thereto), which may exist under the laws of any jurisdiction in the world, including but not limited to: (a) copyright and other rights associated with works of authorship, rights of use in copyrights, related “sui generis rights”, including database rights and auxiliary rights to copyrights; (b) rights to trademarks and other indicia of source or origin; (c) rights to Domain Names (d) rights in confidential information, including business and trade secret rights (including rights to limit the use or disclosure of confidential information by any person); (e) patents, utility models and industrial designs; (f) all other proprietary rights of similar nature recognized in any jurisdiction in the world; and (g) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) to (f) of this definition.

“Non-Software Deliverables” shall mean any final version of presentations, reports, spreadsheets and other written material that BearingPoint provides to Client as described in the Agreement to be delivered by BearingPoint as part of the Deliverables. Software Deliverables, BearingPoint IP, BearingPoint Tools and Third Party Products are explicitly excluded from the Non-Software Deliverables.

“Software Deliverables” shall mean any final version of the Software Deliverables or part thereof written in source code, object code or in another format and include but are not limited to interfaces, front-end designs, tools,

applications, prototypes, minimum viable products, user stories, individual developments, algorithms, concepts, methodologies or other technologies and the respective documentations thereof that are specified in the Agreement. BearingPoint IP, BearingPoint Tools and Third Party Products are explicitly excluded from the Software Deliverables.

5.2) IPRs of the Parties

Each party's IPRs shall be and remain the sole and exclusive property of such party or its third party suppliers. A party shall not use the other party's IPRs or its third party supplier's IPRs for any purpose other than as agreed in this Agreement and only as licensed hereunder, and shall not remove any trademark, copyright or other proprietary notices from any part of the other party's solutions, products, documentations or Deliverables provided under this Agreement.

5.3) BearingPoint IP

BearingPoint may introduce BearingPoint IP into the Deliverables and utilize BearingPoint IP for rendering the services. BearingPoint IP and BearingPoint's administrative communications, records, files and working papers relating to the service and Deliverables shall be and remain the sole and exclusive property of BearingPoint and its third party suppliers.

5.4) Rights in the Deliverables

a) Non-Software Deliverables.

Subject to these Standard Terms and Conditions, including in particular timely, full and final payment of all fees and expenses due and payable under the Agreement, each accepted Non-Software Deliverable created specifically for the client as set out in the applicable

Agreement shall become the sole and exclusive property of the Client. Client acknowledges that BearingPoint retains a right to use the Non-Software Deliverables and may use and create derivative works for itself and its clients in order to ensure the growth of its knowledge and market expertise, provided that BearingPoint at all times observes the confidentiality restrictions agreed in Agreement.

b) Software Deliverables.

Subject to these Standard Terms and Conditions, including in particular timely, full and final payment of all fees and expenses due and payable under the Agreement BearingPoint grants to the Client for each accepted Software Deliverable, developed individually for the Client and a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide, perpetual and limited license to use, copy, amend, adapt, transform, translate the client-specific Software Deliverable and to create derivative works for Client and only for its internal purposes, provided that such use does not violate any BearingPoint IP or third party rights. Client acknowledges that BearingPoint retains all the IPRs in the Software Deliverables and may use and create derivative works for itself and its clients in order to ensure the growth of its knowledge and market expertise, provided that BearingPoint respects the confidentiality restrictions agreed in this Agreement.

c) License to Client for BearingPoint IP.

If BearingPoint IP is an integral part of the Deliverables, and to the extent the BearingPoint IP is needed to use the Deliverables, BearingPoint grants Client a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide, perpetual, and limited license to use such BearingPoint IP for the purpose described

in the Agreement and solely as part of the relevant Deliverables.

d) Client's usage limits on Deliverables.

Except in the case of Non-Software Deliverables, Client shall not decompile, disassemble, modify, or reverse engineer Deliverables, nor create derivative works therefrom or knowingly allow or permit anyone else to do so, except if permitted by this Agreement or by applicable mandatory law. Client shall not sell, distribute, transfer, license, sublicense, assign, pledge, rent, loan or otherwise encumber or transfer Deliverables (other than Non-Software Deliverables) in whole or in part, to any third party in any manner whatsoever or in any form whatsoever without BearingPoint's prior written consent. The Client must not use the Deliverables in any way that is (i) unlawful, illegal, fraudulent, or harmful; or (ii) in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

"Reverse Engineering" of the Deliverables, documents or other items received by the Client from BearingPoint, e.g., by means of observation, examination, dismantling, testing or in any other way is prohibited without the prior written consent of BearingPoint. The prohibition of reverse engineering shall not apply to products already placed on the market or otherwise publicly available products.

e) BearingPoint Tools

If, as part of the Deliverables hereunder, the Client is granted access to BearingPoint Tools, separate terms of use will be agreed in relation to the deployed BearingPoint Tool, which will be attached as Annex A to this Agreement.

f) Third Party Products.

BearingPoint has the right to incorporate Third Party Products in the Deliverables or to combine the use of Third Party Products such as open-source software with the use of the Deliverables. Such Third Party Products are specified in the Agreement or, in the case of open-source software, will be specified in the documentation BearingPoint will provide to Client. Client shall be solely responsible for (i) obtaining any necessary licenses to use the Third Party Product in connection with the Deliverables, and (ii) managing and complying with all obligations related to the Third Party Products. Client shall refer solely to the Third Party Product provider for all remedies and support relating to such Third Party Products.

5.5) License to BearingPoint for Client IPRs.

Subject to the provisions of confidentiality in section 14 of these Standard Terms and Conditions, the Client grants to BearingPoint (and its Affiliates) the non-exclusive right to use, access, copy, display, process, store, host and anonymize Client's IPRs and data for the sole purpose of, and only to the extent necessary for, BearingPoint to provide the Deliverables. Client shall be responsible for the accuracy, quality and legality of this information, the means by which it was acquired and for its provision to BearingPoint.

5.6) Client Feedback.

Client may provide BearingPoint with feedback on the Deliverables. Client feedback may include suggestions, enhancements, recommendations, corrections, or any other kind of feedback ("Feedback"). Client grants BearingPoint an exclusive, worldwide, perpetual, irrevocable, royalty-free and transferable right to use the Feedback in any way including but not limited to

the right (i) to modify, adopt, incorporate into and/or to use to develop any other service or product of BearingPoint and its affiliated companies, provided that such Feedback does not include any reference to the Client or otherwise allows the identification of the Client, and (ii) to use, distribute, act on and use, send and make available such Feedback to clients of BearingPoint and its affiliated companies.

5.7) Cooperation.

Client acknowledges that BearingPoint provides services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent BearingPoint from continuing to carry on such business. Other than the restrictions expressly provided in this Agreement, neither party shall be restricted in its right to use any skills and knowledge or techniques used, further developed, or acquired while performing the activities contemplated under this Agreement.

6. Acceptance.

When BearingPoint has completed any separate Deliverable, Client, with BearingPoint's cooperation and assistance, may conduct acceptance tests to verify whether the Deliverable substantially conforms to the applicable specifications as set out in the Engagement Letter ("Specifications"). Client shall have fifteen (15) days after completion, or such other period as may be mutually agreed upon, (the "Acceptance Period") to test the Deliverable. If Client notifies BearingPoint of any material non-conformity with the Specifications in any of the Deliverable (collectively "Non-conformities") in writing within the applicable Acceptance Period, BearingPoint promptly shall use reasonable efforts to correct such Non-conformities at its own expense and notify Client when the corrections are complete. Client then shall have the right to test the corrected Deliverable. If Client does not notify

BearingPoint of any material Non-conformities within the Acceptance Period or if Client uses the Deliverables in a production environment or otherwise in connection with Client's conduct of its business, or if Deliverables deviating from the Specifications were nonetheless accepted or used by Client, Client shall be deemed to have accepted the Deliverables. Should BearingPoint fail to use reasonable efforts to correct the Non-conformity within thirty (30) days, or other agreed time, of receiving written notice of it, Client may terminate the services. BearingPoint's maximum liability to Client for failing to correct such Non-conformity shall be to refund the fees and expense paid by Client to BearingPoint for the Deliverable or portion of the Deliverable that is nonconforming. To the extent that any Deliverables are, have been, or can be deemed approved by Client pursuant to the terms of this Agreement at any stage of BearingPoint's performance, such Deliverables shall be deemed approved by Client, and BearingPoint shall be entitled to rely on such approval for purposes of all subsequent stages of BearingPoint's performance hereunder.

7. Liabilities and Remedies for Infringement

a) Under the terms set forth in this Section, BearingPoint shall defend Client from and against any and all claims, liabilities, losses, expenses (collectively "Liabilities") incurred by Client to the extent such Liabilities result from the infringement of the Deliverables upon any third party's trade secret, trademark, copyright or patent issued as of the date of this Agreement (together hereinafter "IP rights"); provided, that Client (i) promptly notifies BearingPoint of any third party claim subject to defense hereunder, (ii) gives BearingPoint the right to control and direct the preparation, defense and settlement of any such claim, (iii) gives full cooperation to BearingPoint for the defense of same, and (iv) complies with BearingPoint's direction to cease any use of the Deliverables which, in

BearingPoint's sole judgment, is likely to be ruled an infringement of a third party's IPRs.

b) Section 7a) shall not apply to any infringement arising out of: (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by BearingPoint or for other than Client's internal purposes; (ii) any alteration, modification or revision of the Deliverables not expressly authorized in writing by BearingPoint; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by BearingPoint; (iv) Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; or (v) the combination of the Deliverables with materials not supplied by BearingPoint.

c) In case any of the Deliverables or any portion thereof is held, or in BearingPoint's reasonable opinion is likely to be held to constitute infringement of any third party's IP rights, BearingPoint may within a reasonable time, at its option, either: (i) secure for Client the right to continue the use of such infringing item; (ii) replace, at BearingPoint's sole expense, such item with a substantially equivalent non-infringing item; or (iii) modify such item so that it becomes non-infringing. In the event BearingPoint reasonably determines that it is unable to either procure the right to continued use of the allegedly infringing item or replace or modify the allegedly infringing item as provided in this Section 7c), the allegedly infringing item shall be returned to BearingPoint, and BearingPoint's maximum liability for such infringement shall be to refund to Client the amount paid to BearingPoint for such item less any depreciation for Client's use of such item as calculated on a five-year straight-line basis.

d) The provisions of this Section 7 state BearingPoint's entire liability and Client's sole

and exclusive remedies with respect to any infringement or claim of infringement.

e) In the event that Client provides BearingPoint with access to software, specifications, content or other Client-provided materials ("Client Materials"), Client hereby agrees to indemnify, hold harmless and defend BearingPoint from and against any and all Liabilities incurred by or asserted against BearingPoint in connection with any third party claim to the extent such Liabilities result from BearingPoint's access to Client Materials in connection with the performance of the services, including Liabilities resulting from the infringement of any third party's trade secret, trademark, copyright or patent rights.

8. Indemnity.

Client hereby agrees to indemnify, hold harmless and defend BearingPoint from and against all Liabilities incurred by or asserted against BearingPoint in connection with any third party claim to the extent such Liabilities result from the use of: (i) the Deliverables other than in accordance with applicable documentation or instructions supplied by BearingPoint or for other than Client's internal purposes; (ii) any altered, modified or revised version of the Deliverables that was not expressly authorized in writing by BearingPoint; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by BearingPoint; (iv) Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; or (v) the Deliverables combined with materials not provided by BearingPoint; provided that BearingPoint shall (i) promptly notify Client of any third party claim subject to indemnification hereunder, (ii) give Client the right to control and direct the preparation, defense and settlement of any such claim, and (iii) give full cooperation to Client for the defense of same.

9. Limitation on Warranties.

THIS IS A SERVICES ENGAGEMENT.

a) BearingPoint warrants that it shall use reasonable skill and care in performing the services and that at the time of acceptance the Deliverables will conform to the specifications in the Engagement Letter in all material respects. BearingPoint does not warrant that any of the services or Deliverable(s) will meet Client's particular purpose or requirements, or that the operation of any computer program will be uninterrupted and/or error-free.

b) BearingPoint shall bear no responsibility for the performance, repair or warranty of any of Client software or hardware product or any software, hardware product, other deliverable or service provided to Client by a third party and Client shall look solely to the third party provider for all remedies and support with regard to such products or service.

c) EXCEPT AS IS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AS TO CONDITION, SATISFACTORY QUALITY, PERFORMANCE OR FITNESS FOR PURPOSE OR OTHERWISE IS GIVEN BY BEARINGPOINT AND ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXCLUDED EXCEPT TO THE EXTENT THAT THEIR EXCLUSION IS PROHIBITED BY LAW. TO THE EXTENT SERVICES OR DELIVERABLES PROVIDED BY BEARINGPOINT ARE OF AN ADVISORY NATURE, NO SPECIFIC BUSINESS RESULT IS ASSURED OR GUARANTEED.

10. Limitation on Damages.

a) Subject to Section 10(c) below, Client agrees that BearingPoint, its employees, officers and directors shall not be liable in contract, tort or otherwise to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to this Agreement

and the services performed or Deliverables delivered hereunder (collectively, "Losses") for an aggregate amount in excess of the fees set forth in the Engagement Letter (excluding expenses) for the services giving rise to liability. Subject to Section 10(c), the provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

b) Subject to Section 10(c) below, neither party (including their respective employees, officers and directors) shall be liable to the other in contract, tort or otherwise for (i) any indirect, special or consequential loss arising as a consequence of this Agreement, (ii) loss of business (whether direct or indirect); (iii) loss of revenue (whether direct or indirect); (iv) loss of business opportunity (whether direct or indirect); (v) any third party losses to the extent that they represent the indirect loss of a third party; (vi) loss of direct and/or indirect anticipated savings; and (vii) loss of goodwill.

c) Nothing in these Terms and Conditions shall exclude or limit the liability of either party for dishonesty or fraud or for death of personal injury caused by negligence.

d) The parties agree that the limitations and exclusions set out in this Section 10 are reasonable having regard to all the relevant circumstances and the levels of risk associated with each party's obligations under this Agreement.

11. Cooperation.

a) Client shall cooperate with BearingPoint in its rendering of the services, including, without limitation, providing BearingPoint with reasonable facilities and timely access to appropriate data, information and personnel of Client. Client acknowledges that when Client's

personnel are to work with BearingPoint's personnel, Client's failure to assign Client personnel having skills commensurate with their role in connection with the services could adversely affect BearingPoint's ability to perform. To the extent that Client's failure to assign such personnel, or other failure to perform its obligations interferes with BearingPoint's ability to perform, milestone dates, if any, shall be adjusted accordingly, and for fixed fee engagements additional services provided by BearingPoint attributable to such failures by Client shall be billed at BearingPoint's standard rates.

b) Client and BearingPoint expressly acknowledge and agree that any schedules in the Engagement Letter shall not be considered firm or fixed performance dates, are only to be regarded as estimated beginning and completion dates for the tasks and activities to be performed hereunder and are expected to be revised during the term of the engagement.

c) Client acknowledges and agrees that BearingPoint may, in performing its obligations pursuant to this Agreement, be dependent upon and using data, material, and other information furnished by Client without any independent investigation or verification thereof, and that BearingPoint shall be entitled to rely upon the accuracy and completeness of such information in performing the services.

d) BearingPoint and Client may correspond and convey documentation via Internet e-mail unless Client expressly requests otherwise; (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail; and (iii) BearingPoint shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any

Internet e-mail due to any reason beyond BearingPoint's reasonable control.

e) Unless agreed otherwise, Client will be responsible for complying with all import and export control laws and regulations with respect to (i) its technology or technology licensed to Client by third parties and (ii) any services or Deliverables provided or prepared by BearingPoint in a another country for the benefit of Client.

12. Mediation.

If either party is not satisfied with the other party's performance of its obligations, a written description of the problem shall be provided to the other party and a good faith effort to resolve the problem via non-binding mediation shall be made by both parties prior to proceeding to Arbitration or litigation.

13. Arbitration.

Any dispute or claim arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by binding arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be heard and determined by a panel of three (3) arbitrators appointed in accordance with the Rules of the ICC, and each such arbitrator shall be a barrister having not less than five (5) years qualified experience practicing law in England and Wales and having experience and familiarity with information technology disputes. The seat of arbitration shall be in London, England, and the language of the arbitration shall be English. The recoverable costs of the arbitration shall be limited to the arbitrators' fees and expenses and those of the ICC but shall not extend to the legal or other costs of the parties. Any proceedings, as well as all related documents including the award, pursuant to this Section 13 are private and

confidential. The arbitration award shall be final and binding on the parties hereto. In no event shall any arbitration award provide a remedy beyond those permitted under these Terms and Conditions, and any award providing a remedy beyond those permitted under this Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. Either party may, without waiving any remedy under this Agreement, seek from any relevant court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information or proprietary rights.

14. Confidentiality.

a) "Confidential Information" means any information in any form now known or later developed that BearingPoint and Client provide to each other in the course of the engagement. Confidential Information includes, without limitation, records and information: (i) that has been marked as proprietary or confidential; (ii) whose confidential nature has been made known; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information includes in particular:

- know-how relating to the Deliverables, including templates, diagrams, flowcharts, tools, specifications, drawings, sketches, models, samples, prototypes, records, documentations, databases, collections or compilations of data, works, formulae, inventions, models, documents, pictures and files provided for this purpose;
- all technical information on the Deliverables, in particular equipment and manufacturing processes, architecture, structure, design, composition, components and algorithms used, software contained as object or source code or other information relating to the Deliverables;

- all customer data and customer-related information, whether individually, including all personal data of customers;
- all information on suppliers and service providers, business partners, sources of supply, conditions of purchase and prices/price lists, discounts and other price-related information, as well as the contact details of employees of the suppliers and service providers;
- business information concerning the parties' operations and business relationships, including non-public financial data, planning data, business plan information, business strategies and comparable information;
- information on the logistics and distribution of the Deliverables, including internal business procedures and processes related to the marketing of the Deliverables;
- information on employees and other staff involved in the project, whether individually or in aggregated form, including all personal data.

Confidential Information does not include information which: (i) is already known to the other party at the time of disclosure; (ii) is or becomes publicly known or generally available through no wrongful act or failure of the other party; (iii) is independently developed without benefit of the other's Confidential Information; or (iv) is received by or from a third party which is not under and does not thereby breach an obligation of confidentiality. The above exceptions shall only apply to the extent that the receiving party did not obtain the information based on a breach of statutory or contractual confidentiality obligations.

b) Each party agrees to keep secret, treat confidential and protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no

event with less than a reasonable standard of care. Confidential Information may only be used for the provision of the services in accordance with this Agreement.

c) Neither party shall use or disclose to any person, firm or entity, except with respect to those of its employees, agents or subcontractors with a need to know under this Agreement, any Confidential Information of the other party without the other's express, prior written permission; provided, however, that notwithstanding the foregoing, Confidential Information may be disclosed to the extent required by law, a court of competent jurisdiction or an administrative order. In this case, where permitted, the respective party shall make reasonable efforts to ensure that the Confidential Information is kept confidential and the other party is promptly notified in writing of the applicability of such law or order to give the opportunity for intervention.

d) Upon termination of this Agreement and request of the disclosing party, the receiving party shall return, delete or destroy all materials containing Confidential Information provided and still in its possession within ten (10) calendar days in full. The obligation to return, delete or destroy shall not apply to electronically stored copies made in the course of routine information technology backups, provided that such electronically stored confidential information shall be subject to an obligation of confidentiality.

e) These confidentiality restrictions and obligations shall terminate five (5) years after the expiration or termination of this Agreement.

f) BearingPoint does not make any warranty as to the accuracy or completeness of any Confidential Information it discloses, or that such information is free of third party intellectual

property rights. BearingPoint shall not be liable for any loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond BearingPoint's reasonable control.

15. Limitation on Actions.

No action, regardless of form, arising under or relating to this engagement may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than six years following the date of the last payment due to such party hereunder.

16. Independent Contractor.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

17. Force Majeure.

Neither party shall be required to perform any term, covenant, or condition of this Agreement except for payment obligations so long as such performance is delayed or prevented by force majeure, which shall mean any: (a) acts of God; (b) wars; (c) governmental laws, orders, requirements or actions; (d) enemy or hostile governmental actions; (e) acts or threatened acts of terrorism; (f) pestilence, epidemic or pandemic (including the outbreak of the Wuhan novel coronavirus c2019-COV, otherwise known as COVID-19) together with any other outbreak of disease, illness or medical condition or any other public health emergency; (f) strikes, lockouts, industrial dispute, labor or employment difficulties (whether affecting the

workforce of a party and/or any other person); (g) insurrection, riot, civil commotions; (h) lightning, earthquake, fires, floods, storm, or extreme weather condition; (i) accidents or breakdowns; or (j) any other casualties, events, circumstances or conditions which are beyond the reasonable control of either party and not due to the fault or negligence of such party. If, as a result of any of these conditions, either party fails to perform any obligations specified in this Agreement and gives written notice of same to the other party within ten (10) days of their occurrence, then such failure shall not be deemed a breach or default; and the applicable time periods in which to perform shall be extended, but only to the extent and for the period such condition exists.

18. Insurance.

Throughout the term of this Agreement, BearingPoint shall at its own expense, obtain and maintain the following insurance in the equivalent local currency:

- Public Liability, with coverage of not less than 1,000,000 GBP each claim for bodily injury and property damage;
- Employers Liability with limits not less than 1,000,000 GBP;
- Professional Liability Insurance with limits of not less than 1,000,000 GBP per claim.

19. Non-Solicitation Of Employees.

Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services, without such other party's express written consent.

20. Press Releases and Client List Reference.

Neither party shall issue any press release concerning BearingPoint's work without the other's consent. However, BearingPoint may identify Client as a client of BearingPoint (using Client's name and logo) and release announcement regarding the award of the contract to BearingPoint and generally describe the nature of the services in BearingPoint's promotional materials, presentations, case studies, qualification statements and proposals to current and prospective clients.

21. Survival.

The provisions of Sections 5, 6, 7, 8, 9, 10, 13, 14, 15, 19, 20, 21, 22, 23, 24, 25, and 26 hereof shall survive the expiration or termination of this engagement.

22. Personal Data.

a) The parties shall comply with all data protections regulations, in particular with the General Data Protection Regulation (GDPR) and the local Data Protection laws.

b) To the extent possible, the Client shall take appropriate measures in order to prevent BearingPoint's access to its personal data, confidential information and trade secrets during the provision of the services. The Client shall comply with the legal requirements (including acquiring all the necessary consents of data subjects) in order to allow BearingPoint to render the services without violating any laws.

c) If the provision of the services require BearingPoint to process the Client's personal data the parties are to conclude and sign a data protection agreement. prior to commencement of such processing.

23. Assignment.

Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party, except that BearingPoint may assign its rights and obligations hereunder to BearingPoint's parent or any wholly-owned affiliate and/or to any successor in interest to all or substantially all of the assets or business of BearingPoint, without the consent of Client. BearingPoint shall have the right at any time and without prior consent or approval of Client to subcontract all or part of the services and/or Deliverables to be provided under the Engagement Letter.

24. Severability.

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Third Party Rights.

Except as expressly provided in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

26. Entire Agreement & Governing Law.

This Agreement, including any Exhibits thereto, constitute the entire agreement between BearingPoint and Client with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof. This Agreement between the parties shall be governed and construed under English law, without any application of conflict of laws

rules. The parties hereby submit to the non-exclusive jurisdiction of the English courts for any dispute not subject to arbitration. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Nothing in this Agreement limits or excludes any liability for fraud.