

### 1. Services Agreement.

- 1.1. The documents, products, software and other materials stipulated in the agreed proposal or engagement letter and developed specifically for the Client (the “**Deliverables**”) as well as the specific services as described in the proposal, quotation or engagement letter (the “**Services**”) together with any schedules issued by BearingPoint as part of the documentation (the “**Schedules**”) all together forming the statement of work (the “**Statement of Work**”), will be provided by the BearingPoint entity stated therein (“**BearingPoint**”), at the times and/or for the period and to the client specified in the Statement of Work (the “**Client**”) following signature thereof by a duly authorized representative or officer of the Client and BearingPoint.
- 1.2. The agreement consists of these Standard Terms and Conditions, the Schedules and the Statement of Work (together the “**Agreement**”). In the event of any ambiguity, these Standard Terms and Conditions will prevail.

### 2. Fees and Invoices.

- 2.1. The Client shall pay the fees and charges stipulated in the Statement of Work together with the costs and expenses provided for in clause 2.3 as well as any VAT or similar taxes that may apply, at the time and/or interval described therein. Where no such indication is provided, fees and charges will be invoiced monthly in arrears for services rendered done during that month. All invoices (in the case of a *bona fide* dispute, the undisputed part thereof) are payable free from setoff, counterclaim, deduction or withholding and within thirty (30) days from date of invoice in the currency indicated on the invoice into a bank account nominated by BearingPoint.
- 2.2. Unless stated otherwise in the Statement of Work, BearingPoint may increase the fees and charges annually on notice (the first increase to be effective no earlier than the first day of the first month following the anniversary of the Agreement) at a rate equivalent to the percentage increase over the last twelve (12) months for which figures are available, of the official published consumer price index used by the country identified in clause 14 for establishing the rate at which prices for goods and services are rising.
- 2.3. Unless stated otherwise in the Statement of Work, the Client shall reimburse BearingPoint the cost of hotel, subsistence, traveling and any

other ancillary expenses reasonably and properly incurred in the provision of the services.

- 2.4. The Client shall pay interest on all overdue amounts at four percent (4%) above the base rate of the central bank of the country identified in clause 14.

### 3. Term and Termination.

- 3.1. The Agreement shall commence on the date the Statement of Work is signed by both parties and continue for (a) the period set out therein, and where no such period is stated, (b) until completion of the Services and Deliverables, unless terminated by either party as provided for under this Agreement. Services delivery will commence on the date stipulated in the Statement of Work, and where no date is stated in the Statement of Work, as soon as reasonably possible after signature thereof by both parties.
- 3.2. Where fees and charges are payable in advance, services will commence after receipt thereof in cleared funds.
- 3.3. Either party may terminate this Agreement with immediate effect without affecting any of its rights and remedies if:
  - a. the other party commits a material breach or where it can be remedied, fails to remedy said breach within thirty (30) days after being notified to do so; or
  - b. the other party becomes unable to pay its debts, commences debt rescheduling negotiations with its debtors, commences with or becomes the subject of any proceedings that may lead to winding up or the appointment of an administrator or suspends, notifies of intention to or threatens suspension of business.
- 3.4. BearingPoint may terminate or suspend this Agreement forthwith on notice where the Client fails to pay any bona fide undisputed fees or charges as set out in this Agreement.

### 4. Intellectual Property Rights.

- 4.1. BearingPoint and its licensors shall retain sole and exclusive ownership of all their existing and to be created intellectual property. The Client and its licensors shall retain sole and exclusive ownership of all their intellectual property.
- 4.2. Against payment of all the fees and charges under this Agreement, and subject to clause 4.4:
  - a. BearingPoint grants to the Client a fully paid-up, non-exclusive, royalty-free, licence to use the Deliverables solely in the Client's business as intended in this Agreement and to create derivative works only for its internal purposes;

and

- b. BearingPoint will in no way be prevented from using the Deliverables and any know-how, software, designs and methodologies it developed through the rendering of the Services and Deliverables (subject to compliance with the confidentiality obligations set out in this Contract) in the day-to-day conduct of its business.

4.3. The Client grants BearingPoint a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client's, and its licensors', intellectual property during the term of this Agreement for the purpose of providing the Services and Deliverables in accordance with this Agreement.

4.4. No ownership, license or use rights are granted under this Agreement to any BearingPoint or third-party software and/or products other than as set out in the software and/or product specific terms and conditions that will be included as a Schedule to the Statement of Work or as it will be agreed separately.

## **5. Obligations.**

5.1. In supplying the Services and Deliverables BearingPoint shall:

- a. use reasonable care and skill and comply with all applicable laws, statutes, regulations from time to time applicable to the delivery of the Services and Deliverables; and
- b. use personnel who are suitably skilled and experienced to perform the tasks assigned to them.

5.2. The Client:

- a. shall provide in a timely manner all necessary cooperation, assistance, information and access relating to the Services and Deliverables together with such information as BearingPoint may reasonably request or require in order to provide the Services and Deliverables;
- b. warrants and represents that it shall ensure that it obtains, complies with and maintains all required third-party software licences and other intellectual property licences not expressly provided by BearingPoint under this Agreement and required for the provision of the Services and Deliverables;
- c. warrants and represents that commencement of the Agreement or delivery of the services shall not lead to BearingPoint becoming the employer by virtue of law or otherwise, of any persons currently rendering services to the Client as employee or otherwise;
- d. is solely responsible for its usage of Service

outputs and Deliverables provided under this Agreement; and

- e. shall be responsible for providing specific requirements for Services and Deliverables to ensure compliance with applicable laws, rules and regulations.

## **6. Limitation on Damages.**

6.1. Subject to Clause 6.3 and Clause 6.4 below, the parties' total aggregate liability to the other arising under or in connection with this Agreement including but not limited to liability in contract (including negligence), tort, delict, misrepresentation, restitution or otherwise (excluding the Client's liability to pay the fees, charges and interest under this Agreement) shall not exceed the amount of fees and charges paid by the Client to BearingPoint under this Agreement during the twelve (12) months immediately preceding the event(s) that gave rise to the claim.

6.2. Subject to Clause 6.3 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 or consequential); (iii) loss of revenue (whether direct or indirect or consequential); (iv) loss of business opportunity (whether direct or indirect or consequential); (v) any third party losses to the extent that they represent the indirect loss of a third party; (vi) loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential); and (vii) loss of goodwill or reputation (whether direct or indirect or consequential).

6.3. Nothing in this Agreement shall exclude or limit the liability of either party for dishonesty or fraud or for death or personal injury caused by negligence or any other liabilities that cannot legally be limited or excluded.

6.4. Subject to Clause 6.3 neither party shall have any liability to the other nor will such party be in breach of this Agreement as a result of the actions or failures to act of the other party.

## **7. Confidentiality.**

7.1. Each party undertakes that it shall not at any time during the Agreement, and for a period of two (2) years after termination or expiry of the Agreement, disclose to any person any information regarded as confidential by law, practice or customer, nor the contents of this Agreement or any information provided by or on behalf of any party that ought reasonably to be

treated as confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by 7.2.

- 7.2. Each party may disclose the other's confidential information as described in clause 7.1 (i) to its own group affiliates, employees, contractors and sub-contractors solely for purposes of carrying out its obligations under this Agreement; and (ii) as may be required by law, court of competent jurisdiction or any government or regulatory authority with subsequent notice to the other party.

#### **8. Non-Solicitation of Employees.**

Neither party shall, during the term of this Agreement and for one (1) year after its termination or expiry, solicit for hire as an employee, consultant or otherwise offer employment to any of the other party's personnel who have had direct involvement with the Services and Deliverables, without such other party's express written consent, other than through a *bona fide* recruitment exercise advertised for access to and by all suitable candidates.

#### **9. Personal Data.**

- 9.1. The parties shall comply with all data protection regulations, in particular with the General Data Protection Regulation issued, updated and substituted by the European Union from time-to-time together with any local data protection laws and process all data relating to identified or identifiable natural persons accordingly.
- 9.2. If the provision of the Services and Deliverables requires BearingPoint to process the Client's personal data, the Client will ensure that BearingPoint is notified, and the parties conclude and sign a data protection agreement prior to commencement of such processing.

#### **10. Artificial Intelligence.**

- 10.1. The Client permits BearingPoint to use artificial intelligence ("AI") in the provision of the Services and Deliverables.
- 10.2. AI shall include (i) AI systems, which are machine-based systems that, for explicit or implicit objectives, infer, from the input they receive, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; and (ii) models which may be used in AI systems.
- 10.3. BearingPoint does not warrant that AI generated output is unique or eligible for intellectual property protection under applicable law. The

Client acknowledges that the use of AI by the Client is subject to a separate AI license agreement.

- 10.4. To the extent that the Services or Deliverables include AI, AI-generated outputs or AI developments by BearingPoint, the AI addendum as Annex 1 shall apply in addition to the terms of this Agreement.

- 10.5. BearingPoint shall use AI in accordance with all applicable laws and acceptable use standards.

#### **11. Novation, Assignment, Sub-contracting and Third-Party Suppliers.**

- 11.1. The Client shall not assign, transfer, novate or sub-contract any of its rights or obligations under this Agreement without BearingPoint's prior written consent (such consent not to be unreasonably withheld or delayed).
- 11.2. BearingPoint may sub-contract any of its obligations under this Agreement, unless stated otherwise in the Statement of Work. Any rights granted to BearingPoint shall apply mutatis mutandis to the subcontractor.
- 11.3. BearingPoint may engage third-party suppliers in the delivery of the Services and Deliverables under this Agreement.
- 11.4. If the Services and Deliverables provided under this Agreement include the usage of third-party products or services, the use of such third-party products or services shall be subject to the terms and conditions of the respective third-party suppliers.

#### **12. Third Party Rights.**

Except as expressly provided in this Agreement, a person or entity who is not a party to this Agreement may not enforce any of its terms.

#### **13. Entire Agreement.**

These Terms and Conditions together with the Statement of Works, constitute the sole and entire agreement between BearingPoint and the Client and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof.

#### **14. Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed under the law of, and be subject to the exclusive jurisdiction of the courts of, the country where BearingPoint has been incorporated.

#### **15. Variation and Changes.**

No variation of this Agreement (including, for the avoidance of doubt, the Services and Deliverables descriptions) shall be effective unless it is in writing and signed by duly authorised representatives of both parties.

#### **16. No Partnership or Agency.**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**17. Severance.**

If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**18. Waiver.**

18.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**19. Unforeseen Circumstances.**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from any events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Agreement by giving fifteen (15) days' written notice to the affected party.

**20. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each party has provided (email or hand delivered) to the other at least one executed counterpart. Alternatively, this Agreement can be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the parties'

intention to be bound by this Agreement as if signed by manuscript signatures.

**21. Notices.**

Any notice or communication shall be in writing and shall be sent by email to the email address of the receiving party specified in the Statement of Work and shall be deemed to have been received at the time of transmission or 09:00am on the next business day of the country identified in clause 14, Monday to Friday where the email was received outside of 09:00am to 05:00pm, Monday to Friday.

**22. Survival.**

The provisions of clauses 1, 2, 4, 6, 7, 8, 9, 13, 16, 20, 21 and this clause 22 will survive termination of this Agreement.

## AI Addendum

BearingPoint applies a structured approach to AI usage and development, taking into account risk, sustainability, and compliance. Due to the unique challenges AI presents, specific contractual provisions are necessary to ensure responsible and transparent engagement.

### 1. General.

- 1.1. The Client warrants not to use AI provided through the Services and Deliverables for purposes prohibited under applicable laws, rules and regulations.
- 1.2. In the event that AI-generated outputs are provided as part of the Services or Deliverables, the Client shall be responsible for verifying the usability and accuracy of such outputs.
- 1.3. The Client shall ensure that appropriate human oversight is exercised at all times. This includes, but is not limited to,
  - a. reviewing the AI-generated outputs for compliance with applicable laws, rules, and regulations, and
  - b. ensuring that the outputs meet the specific requirements and standards set forth in this Agreement.

### 2. Developing AI.

- 2.1. This Clause 2 shall apply to all Services and Deliverables that include the development of AI by BearingPoint. This shall include the design, training, validation, testing, and deployment of AI systems.
- 2.2. Unless otherwise agreed, the Client shall be responsible for (i) conducting any assessments, including risk assessments, as required for the Services and Deliverables; (ii) providing specific requirements for Services and Deliverables to ensure compliance with applicable laws, rules and regulations; and (iii) providing training data of sufficient quality and quantity possessing all properties (including, but not limited to, labelling or annotations) required for the respective Services and Deliverables taking account of the purposes of the AI.
- 2.3. To the extent that BearingPoint is instructed by the Client to obtain data from public sources, the Client shall be responsible for ensuring compliance with all applicable laws, rules, and regulations governing the use and acquisition of such data. This includes, but is not limited to, verifying that the sources are legally accessible, that any necessary consents have been obtained, and that the data is used in a manner consistent with legal requirements.

- 2.4. The parties shall agree on specific criteria for the performance of the Services or Deliverables ("**Performance Criteria**"). These Performance Criteria may include, but are not limited to, accuracy rates for AI, response times, scalability, and user satisfaction metrics. The Client may propose additional criteria based on their specific needs and objectives, which shall be reviewed and mutually agreed upon by both parties. The Client shall provide any necessary resources and support required to achieve the agreed-upon Performance Criteria which will be further described in the Statement of Work. In the absence of defined Performance Criteria, the Services and Deliverables shall be considered experimental and, as such, are not required to meet any benchmarks. Both parties shall regularly monitor and evaluate the performance against these criteria, making adjustments and improvements as necessary to ensure optimal results. Any deviations from the agreed Performance Criteria shall be promptly addressed, and corrective actions shall be implemented to align the performance with the set expectations. Periodic reviews shall be conducted to assess the overall effectiveness and success of the Services and Deliverables in meeting the Performance Criteria.
- 2.5. The Client acknowledges that any open-source models or other third-party components used in the provision of the Services and Deliverables are subject to the terms and conditions of the respective providers. These terms and conditions shall apply directly and immediately. The Client is responsible for ensuring compliance with these terms and conditions.