



## **AGREEMENT FOR ADVISORY SERVICES**

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This Agreement for Advisory Services (the “**Agreement**”) governs the provision of advisory services by a Cority contracting party and it is a contract between the applicable Cority contracting party specified in a statement of work (“**Service Provider**”) and individual clients. By entering into a statement of work, business offer or commercial proposal (collectively referred to as “**Statement of Work**”) that references this Agreement, Client accepts the terms and conditions set forth herein. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term “Client” shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

### **1. ARTICLE 1 - ADVISORY SERVICES**

- 1.1. From time to time, the Service Provider will provide the Client with advisory services (the “**Services**”) as agreed upon in a Statement of Work executed by the parties which will be governed by and subject to the terms and conditions of this Agreement. The Statement of Work will outline the deliverables, fees, schedule, payment terms and applicable expenses.
- 1.2. In the event of a conflict between this Agreement and the Statement of Work, the Statement of Work will prevail.

### **2. ARTICLE 2 – TERM**

- 2.1. The term of this Agreement will commence on the effective date of a Statement of Work and will remain in effect until completion of the Services.

### **3. ARTICLE 3 – DELIVERABLE SCHEDULE**

- 3.1. The Service Provider will undertake the services in accordance with the schedule set forth in the Statement of Work. Any deadlines identified in the schedule for deliverables are estimates and conditional upon the Client providing the Service Provider with prompt collaboration. To the extent there are delays in performance attributable to the Client or to a third party, the deadline will be extended by the duration of the delay and the Service Provider may charge the Client additional fees.

### **4. ARTICLE 4 - OBLIGATIONS OF THE CLIENT**

- 4.1. In order to enable the Service Provider to perform the Services, the Client must do the following:
  - 4.1.1. provide the Service Provider with all necessary information, documents and support;
  - 4.1.2. appoint a representative authorised to take decisions on behalf of the Client and provide the Service Provider with the contact information for such representative;

- 4.1.3. collaborate with the Service Provider as deemed necessary by the Service Provider;
  - 4.1.4. mobilise Client resources required without delay;
  - 4.1.5. monitor the performance of Services and provide feedback as required;
  - 4.1.6. backup the data, files, programs and other information to which the Service Provider may have access under the Agreement;
  - 4.1.7. when work must be carried out on the Client's site, provide the Service Provider with a safe and healthy work environment; and
  - 4.1.8. review the deliverables in a timely manner.
- 4.2. The Client declares that it has the necessary rights and authorisations to disclose the information, and documentation needed by the Service Provider under the Agreement and the Customer shall assume responsibility for any claim or proceedings, howsoever caused, brought against the Service Provider relating to the elements provided by the Client under the Agreement.

## **5. ARTICLE 5 – ACCEPTANCE OF DELIVERABLES**

- 5.1. Within seven (7) calendar days of receipt of any deliverables (the “**Review Period**”), the Client will evaluate such deliverables in order to confirm whether they comply with the specifications set forth in the Statement of Work. If the Client identifies any deficiencies, it will notify the Service Provider in writing and the Service Provider will correct such deficiencies within a reasonable timeframe and deliver the corrected deliverables to the Client for acceptance under the same terms and conditions. If the Client does not identify any deficiencies or fails to respond within the Review Period, it will be deemed to have accepted the deliverables. Similarly, if the Client begins using the deliverables without completing a review, it will be doing so at its own risk and peril, and it fully and finally releases the Service Provider from any liability arising therefrom.
- 5.2. Services which do not involve a deliverable shall be deemed to have been accepted as and when they are performed.

## **6. ARTICLE 6 – FEES AND PAYMENT TERMS**

- 6.1. In consideration of the services, the Client will pay the Service Provider the fees set forth in the Statement of Work plus all applicable taxes, which will be invoiced in accordance with the invoice schedule set forth in the Statement of Work.
- 6.2. Should the Client be required by any law or regulation to make any withholding or deduction on account of tax or otherwise on any amount payable to the Service Provider under this Agreement, the amount payable to the Service Provider will be increased by the amount of such withholding or deduction to ensure that the Service Provider receives a sum equal to the sum required to be paid under this Agreement.

- 6.3. Unless otherwise stipulated in the Statement of Work, invoices are payable within thirty (30) days of receipt.
- 6.4. Any expenses incurred while performing the services including, without limitation, travel and accommodation expenses will be charged to Client as incurred.
- 6.5. For late payments, the Client shall apply, without prior formal notice, (i) interest at the rate of 1% per month of delay as well as (ii) a lump sum for recovery costs, the amount of which is fixed by law or decree.

## **7. ARTICLE 7 – AMENDMENTS**

- 7.1. Any request for changes to the Services must be sent in writing to the Service Provider and specify the nature and implications of the proposed changes. The Service Provider shall respond by issuing a change order with revised fees, deliverables and schedules, if applicable. If the Client accepts, the parties will execute the new Statement of Work, which shall amend and supersede the old Statement of Work in the event of a conflict.

## **8. ARTICLE 8 – INTELLECTUAL PROPERTY**

- 8.1. Provided Customer has paid the sums set forth in the Statement of Work, the Service Provider grants the Client a worldwide, non-exclusive, royalty-free and perpetual license to use, and reproduce the deliverables provided under the Statement of Work for its own internal needs.
- 8.2. The Service Provider retains all intellectual property rights in deliverables created pursuant to the Agreement.
- 8.3. The Service Provider retains exclusive ownership of the means, tools, inventions, methods or know-how arising out of or developed independently and/or in connection with the performance of the Services whether or not they are subject to specific intellectual property protection (copyright, patents, trademarks, etc.). No right of use is granted to the Client on these items taken separately from the Deliverables.
- 8.4. The Client grants the Service a worldwide, non-exclusive, royalty-free and perpetual license to use, and reproduce Client information provided under the Statement of Work and under the Agreement for the purposes of providing the Services.

## **9. ARTICLE 9 - PERSONAL DATA PROTECTION**

- 9.1. The Client remains the controller of the personal data that it may be required to communicate to the Service Provider in the performance of the Services and in this respect, it is responsible for completing the required formalities with data protection authorities.
- 9.2. The Client retains full control of its personal data, and to the extent that the GDPR applies, the parties acknowledge and agrees that the Service Provider will act exclusively as a processor and will process personal data in accordance with Client's instructions. Any applicable security and confidentiality arrangements required will be agreed upon by the parties and included in a data processing addendum to this Agreement negotiated by the parties in good faith. If the implementation of these

security and confidentiality arrangements increases the Service Provider's costs, the Service Provider shall adjust the financial terms by amending the Statement of Work or entering a new Statement of Work identifying the additional fees.

- 9.3. In the event that the Service Provider needs to transmit these data to subcontractors located in countries that do not have an adequate level of protection under the General Data Protection Regulation, as amended, the Parties undertake to enter into any agreement and complete any formality incumbent on them under applicable law.

## **10. ARTICLE 10 – WARRANTIES**

- 10.1. Each party represents and warrants that it has the rights to enter into the Agreement.
- 10.2. The Service Provider disclaims any warranty, whether express or implied, except as otherwise set forth in this Agreement.

## **11. ARTICLE 11 –TERMINATION, SUSPENSION AND EFFECT OF TERMINATION**

- 11.1. In the event of a material breach of this Agreement and/or a Statement of Work by either Party, the non-breaching Party may terminate the Agreement and the Statement of Work, as applicable, provided the breach remains uncured for more than thirty (30) days after written notice thereof.
- 11.2. In the event the Client fails to pay the Service Provider invoices, the Service Provider may, without prejudice to any other rights available under the Agreement and the law, suspend performance of any Services until payment has been received.
- 11.3. In the event of termination of the Agreement, Cority will immediately cease performing the Services under any existing Statements of Work. The Client shall remain liable for the payment of all the Services performed by the Service Provider until the effective date of the termination and any outstanding invoices shall immediately become due and payable notwithstanding termination of this Agreement.

## **12. ARTICLE 12 – LIABILITY**

- 12.1. Except for a party's gross negligence, fraud, or willful misconduct, in no event shall either party or its affiliates be liable to anyone for any indirect, punitive, special, exemplary, incidental, unforeseeable, consequential or other special damages of any type or kind (including loss of revenue, profits, data, use or other economic advantage) arising out of, or in any way connected with this Agreement, even if the party from which damages are being sought have been previously advised of the possibility of such damages, to the maximum extent allowable by applicable law. IN NO EVENT SHALL ANY PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, EXTRA-CONTRACTUAL LIABILITY, OR OTHERWISE, OR FOR ANY AND ALL CLAIMS EXCEED THE FEES PAID UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

12.2. The Service Provider shall be liable only to the Client. Therefore, the Client shall hold the Service Provider harmless against the consequences of such actions, in the event of action by third parties such as the Client's subsidiaries or the Client's customers against the Service Provider as a result of the Agreement and a Statement of Work.

12.3. The Parties expressly acknowledge that this limitation of liability, negotiated between the Parties, and accepted by them, constitutes a balanced distribution of the risks arising from the Agreement and any Statement of Works between them.

### **13. ARTICLE 13 – CONFIDENTIALITY**

13.1. In the context of this Agreement, each Party may have access to information of the other Party which is confidential. Confidential information includes, without limitation, all information and/or data of any kind shared by the Client and/or the Service Provider, particularly commercial, financial, structural or technical, or other information relating to one of the Parties, its subcontractors, suppliers, customers, obtained under the Agreement (the "Confidential Information").

13.2. However, the following information is not included in the DEFINITION OF Confidential Information:

- a) information which was regularly known to be non-confidential before it was disclosed as Confidential Information,
- b) information developed by one of the Parties independently,
- c) information which was in the public domain or which falls within the public domain without the beneficiary of the information having committed any fault.

13.3. Each Party undertakes to maintain the confidentiality of the other Party's Confidential Information.

13.4. Each Party shall not use this Confidential Information for purposes other than those necessary for the proper performance of the Agreement and shall not disclose it to third parties unless prior agreement is given by the disclosing party.

13.5. Each of the Parties undertakes to implement the appropriate means to protect the confidentiality of the Confidential Information belonging to its co-contractor which received such information or which it had access to in connection with the performance of this Agreement.

13.6. This confidentiality obligation shall survive for five (5) years from the expiration or termination of this Agreement for any reason whatsoever.

### **14. ARTICLE 14 - GENERAL PROVISIONS**

14.1. **Subcontracting.** The Client hereby authorises the Service Provider to subcontract all or part of the Services to any third party that it has chosen, provided that it informs the Client in advance.

- 14.2. **Publicity.** Neither party will issue a press release naming the other party or using the logos or trademarks of the other party or disclose the terms of this Agreement without the other party's prior consent. However, Service Provider may verbally indicate to third parties that the Client is a customer of Service Provider.
- 14.3. **Entire Agreement.** This Agreement and Statement of Works entered into by the parties constitute the entire agreement between parties and it supersedes all prior negotiations, representations and agreements, either oral or written, regarding the subject matter hereof. The parties acknowledge and agree that any terms or conditions issued in a purchase order or other similar form to the other party are for payment processing procedures only and shall have no force or effect and those terms are expressly rejected by the other party related to the subject matter of this Agreement.
- 14.4. **Waiver.** No previous condoning, excusing, or overlooking of breaches or defaults by a party shall be taken as a waiver of any of the terms or conditions of this Agreement.
- 14.5. **Severability.** If any of the provisions hereof is null and void under any law, regulation or following a final court decision, it shall be deemed severed from this Agreement.
- 14.6. **Headings.** Section headings are included for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

## **15. ARTICLE 15 - APPLICABLE LAW**

- 15.1. THE AGREEMENT IS GOVERNED BY THE LAWS OF PARIS, FRANCE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES. ANY DISPUTES ARISING UNDER THIS AGREEMENT WILL BE HEARD EXCLUSIVELY BY THE COURTS LOCATED IN PARIS, FRANCE.