

CONSULTANCY SERVICES AGREEMENT (REVISED DRAFT)

This Agreement is made on [date_1] between:

(1) [company_name_1], a company registered in [location_1] and Wales under number [id_1], whose registered office is at [street_address_1] (the "Client"); and

(2) [company_name_2], registered with the commercial register of Munich under [id_2], whose office is at [street_address_2] (the "Consultant").

1. Services. The Consultant shall deliver the data migration services described in Schedule 1 for the Client's [keyword_1]. Schedule 1 sets out each milestone, its deliverables and its acceptance criteria. Dr. [first_name_1] [last_name_1] shall lead the engagement and may not be replaced without the Client's prior written consent.

2. Key person. If Dr. [last_name_1] ceases to lead the engagement, the Consultant shall propose a replacement of equivalent seniority within 10 business days. If the Client does not approve the replacement, the Client may terminate this Agreement with immediate effect and pay only for milestones already accepted.

3. Fees. The Client shall pay a fixed fee of EUR 148,500, invoiced in three equal instalments. Each instalment may be invoiced only after the Client has accepted the corresponding milestone in writing. Payment is due within 30 days of a valid invoice to IBAN [account_number].

4. Liability. Each party's total liability under this Agreement is capped at the total fee, except for breach of clause 6 (Confidentiality), which is uncapped.

5. Term and termination. This Agreement starts on [date_2] and ends on [date_3] unless extended in writing. The Client may terminate on 30 days' written notice. The Consultant may terminate on 90 days' written notice, or immediately if the Client fails to pay an undisputed invoice within 30 days of a reminder.

6. Confidentiality. Each party shall keep the other party's confidential information secret and use it only to perform this Agreement. This clause survives termination for five years.

7. Notices. Notices to the Client go to [first_name_2] [last_name_2], General Counsel, at [email_1] or [phone_number]. Notices to the Consultant go to Dr. [first_name_1] [last_name_1] at [email_2].

8. Governing law. This Agreement is governed by the laws of [location_1] and Wales, and the courts of [location_1] and Wales have exclusive jurisdiction.

Signed for [company_name_1] by [first_name_2]
[last_name_2], General Counsel.

Signed for [company_name_2] by [first_name_3]
[last_name_3], Managing Director.