

CONSULTANCY SERVICES AGREEMENT

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]. Dr. [first_name_1] [last_name_1] shall lead the engagement and may not be replaced without the Client's prior written consent.

2. Fees. The Client shall pay a fixed fee of EUR 148,500, invoiced in three equal instalments on delivery of each milestone. Payment is due within 30 days to IBAN [account_number].

3. Liability. Each party's total liability under this Agreement is capped at the fees paid in the preceding twelve months, except for breach of clause 5 (Confidentiality), which is uncapped.

4. Term. This Agreement starts on [date_2] and ends on [date_3] unless extended in writing. Either party may terminate on 30 days' written notice.

5. Confidentiality. Each party shall keep the other party's confidential information secret and use it only to perform this Agreement.

6. 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].

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.