

REVISED DRAFT · FOR REVIEW

CONSULTANCY SERVICES AGREEMENT (REVISED DRAFT)

This Agreement is made on 14 March 2026 between:

(1) Northwind Analytics Ltd, a company registered in England and Wales under number 09876543, whose registered office is at 27 Mercer Street, London WC2H 9QA (the "Client");
and

(2) Brightwater Consulting GmbH, registered with the commercial register of Munich under HRB 245871, whose office is at

Leopoldstraße 112, 80802 München, Germany (the "Consultant").

1. Services. The Consultant shall deliver the data migration services described in Schedule 1 for the

Client's Project Falcon. Schedule 1 sets out each milestone, its deliverables and its acceptance criteria. Dr.

Helena Vogt shall lead the engagement and may not be replaced without the Client's prior written consent.

2. Key person. If Dr. Vogt 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 DE89 3704 0044 0532 0130 00.

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 1 April 2026 and ends on 30 September 2026 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 James Whitfield, General Counsel, at james.whitfield@northwind-analytics.example.com or

+44 20 7946 0318. Notices to the Consultant go to Dr. Helena Vogt at h.vogt@brightwater-consulting.example.com.

8. Governing law. This Agreement is governed by the laws of England and Wales, and the courts of

England and Wales have exclusive jurisdiction.

Signed for Northwind Analytics Ltd by James Whitfield, General Counsel. Signed for Brightwater Consulting GmbH by Markus Brandt, Managing Director.