

WAVESTONE US Inc.

WAVESTONE US INC., a Pennsylvania corporation with a registered office located at One Allegheny Square, Suite 502, Pittsburgh, PA 15212 USA

**General Terms and Conditions of Purchase of Subcontracting
(Applicable as of August 2026)**

1 General Terms

(1) Wavestone US Inc. ("Wavestone") is a global consulting firm. These General Terms and Conditions for the Purchase of Subcontracting ("GTC") govern the general conditions for the purchase of subcontracted services and deliverables by Wavestone, which are to be provided by the supplier accepting these GTC (the "Contractor"). The specific terms of each order (each a "PO"), including the scope of services, deliverables, timeline, and consideration are established through a PO issued by Wavestone to the Contractor.

(2) The GTC shall be deemed accepted by the Contractor upon the signature of any of the following: the PO, any agreement referring to these GTC or the commencement of services or delivery of deliverables, whichever occurs first. GTC terms shall not be altered or otherwise amended except pursuant to a written agreement signed by each of the parties that makes specific reference to the GTC.

(3) Contractual documents order of priority shall be as follows:

- i. The purchase order,
- ii. Specific terms and conditions (if any have been agreed upon), and
- iii. These GTCs.

(4) These GTCs, together with any applicable PO, and any confidentiality agreements between Contractor and Wavestone, contain the entire agreement between Contractor and Wavestone with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written. These GTC, together with each applicable PO, are referred to herein as the "Agreement".

(5) Independent Contractor: Contractor and Wavestone understand and intend that Contractor shall perform the Services specified under the GTC and associated PO as an Independent Contractor and not as an employee of Wavestone. The manner of and means by which Contractor executes and performs its obligations hereunder are to be determined by Contractor in its reasonable discretion. Contractor is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of, Wavestone or to bind Wavestone in any manner, unless, in each instance, Contractor shall receive the prior written approval of Wavestone to so assume, obligate, or bind Wavestone.

(6) Prime Contract. Contractor shall act as an Independent Contractor to Wavestone (and a subcontractor to Wavestone's End-Client) and will come under all terms and conditions defined by the relevant agreements between Wavestone and its End-Clients. Contractor will be bound by any End-Client policies, procedures and regulations applicable to Wavestone that are made known to Contractor. Contractor agrees to seek recourse solely against Wavestone, and not against Wavestone's End-Clients, for any claim arising under this Agreement.

(7) Primary Contact. Wavestone's Primary Contact shall be the person identified in the applicable PO or such other person, as Wavestone shall designate in writing. Contractor will discuss all issues, recommendations and decisions, which materially affect Project performance, status, or any major issue affecting the Project with the Primary Contact prior to discussion with the End-Client.

2 Services

(1) Purchase Orders.

Contractor shall provide consulting services as a subcontractor to Wavestone End-Client(s) pursuant to PO(s) executed by the parties. Such services shall be provided in accordance with the GTC and applicable PO. Absent the execution of a PO, this Agreement does not, in and of itself, represent a commitment by either party to provide any minimum amount of fees or services. Each PO, when executed by an authorized representative of both parties shall constitute a separate agreement and except for any

provisions herein which are specifically excluded or modified in such PO, each such PO shall incorporate therein all of the terms and conditions of this GTC. Each executed PO shall be incorporated into and form part of these GTC.

(2) Scope of Work

Wavestone will provide the Contractor with the information, systems access (if applicable), and documents needed for its performance under the GTC. The Contractor will inform Wavestone in a timely manner if it needs additional information, access, or documents for its proper performance or if any of the information or documents received are flawed or incomplete.

(3) The Contractor may commence performance of the Services only after receipt of a duly issued PO from Wavestone. Any Services performed prior to such order shall not give rise to any contractual rights. POs are issued by email or via Wavestone's electronic signature solution. The Contractor shall sign and return the order within five (5) business days, in the form in which it was transmitted by Wavestone.

(4) Background Checks.

The GTC and any PO hereunder are subject to assigned Contractor Personnel, if applicable, successfully completing any required screening, including but not limited to, background checks and drug screens. This is a material condition to the contract and any such failure is subject to immediate termination.

(5) Proper Performance.

The Contractor shall be responsible for the proper performance of the Services concerning Wavestone and the End-Client and shall bear liability for all direct or indirect consequences of any breach of its contractual obligations, whether affecting the performance of the services carried out by Wavestone for the End-Client or, more generally, the performance of the End-Client's project.

i. The Contractor shall meet the deadlines for the performance of the Services specified in the PO or any shared documentation. Time is of the essence.

ii. In any event, if the End-Client applies late-performance liability or damages to Wavestone, the parties shall promptly meet, in a spirit of cooperation, to allocate the mutual responsibility of each party on the basis of the detailed breakdown prepared by the End-Client.

iii. The Contractor shall immediately inform Wavestone, in writing, of any foreseeable delays or inability to deliver the Services within the deadlines defined in the PO, including reason for any such delay. However, such notice will not release the Contractor of any liability arising from such delay or failure to deliver the Services. Wavestone may either agree to the new deadline or, if the Contractor is deemed responsible for the failure to meet the deadlines, terminate the order in accordance with the provisions of article 13(1).

(6) Further Subcontracting: The Contractor may not subcontract all or part of its performance hereunder without obtaining Wavestone's prior written approval in each instance. Wavestone has sole discretion in any such decision. Where subcontracting is authorized:

i. The Contractor remains fully liable to Wavestone for the acts, omissions, performance, and defaults of its subcontractors; and

ii. The Contractor must enter into a written subcontract imposing on the subcontractor obligations that are identical to those binding the Contractor under the related order or agreement.

3 Representations and Warranties

(1) Contractor shall determine when and how it is to perform Services under this Agreement. There shall be no set hours during which Contractor must work, except as required by Wavestone and detailed in the PO or other project documents. Wavestone retains no right of control in these areas.

(2) Contractor will remain directly responsible for the Services performed and will ensure that the work meets the specifications set forth by Wavestone.

(3) Contractor is not required to work full time for Wavestone and may perform services for other companies.

(4) Except as requested by the End-Client as a project requirement, Contractor shall not be required to submit regular written reports, but

Wavestone shall periodically review Contractor's progress in achieving the milestones set forth by Wavestone.

(5) Contractor shall be paid in accordance with the PO.

(6) Contractor must provide its own tools.

(7) Contractor understands that it must obtain and keep current, at its own expense, all permits, certificates, and licenses necessary for Contractor to perform the Services, if any. This specifically includes any required agreements, certifications, or registrations for purposes of Data Privacy and Security as may be required by Wavestone or the End-Client.

(8) Contractor understands that it is responsible for all taxes and similar payments.

(9) Contractor shall, at its own expense, comply with all applicable laws, rules and regulations in connection with its performance of the Services, including without limitation, the Patient Protection and Affordable Care Act.

(10) Contractor shall comply, at Contractor's own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency that apply to, or result from, Contractor's obligations under GTC.

(11) Contractor shall comply with applicable Wavestone or End-Client policies and procedures, including but not limited to privacy policies, security policies, health and safety policies, non-discrimination policies, anti-harassment policies, and anti-bully policies (including completion of applicable Wavestone and End-Client Code of Conduct compliance programming).

4 Consideration

In consideration of its obligations under the GTC, Contractor shall be entitled to receive from Wavestone fees as specifically defined in each PO. Contractor will be reimbursed for reasonable, authorized out-of-pocket expenses incurred in connection with the performance of its services (see Clause 4(1) below).

(1) Wavestone shall only be responsible to pay Contractor for fees and expenses actually accepted by End-Client. In the event that the End-Client does not accept Contractor's work, Wavestone may offset any payments made to Contractor for the unaccepted work from any other monies due and owing to Contractor. Contractor shall maintain and, upon Wavestone's request, produce complete and accurate records to substantiate the chargeable time and expenses hereunder.

(2) In order to assure timely payment, Contractor shall follow invoicing and time entry requirements of both Wavestone and the End-Client.

(3) Taxes. No income tax or payroll tax of any kind shall be withheld or paid by Wavestone on behalf of Contractor for any payment under the GTC, except as may be required by law for payments to Independent Contractors. Contractor shall be responsible for all taxes and similar payments arising out of any activities contemplated by this GTC, including without limitation, federal, state and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.

(4) Benefits. Contractor is not an employee of Wavestone and, therefore, shall not be entitled to any benefits, coverages, or privileges, including, without limitation, social security, unemployment compensation insurance, workers' compensation insurance, medical benefits, disability insurance or pension payments. Contractor shall bear sole responsibility for any other taxes, expenses or costs incurred in the performance of any engagement hereunder. Contractor shall be responsible and agrees to remain in compliance of all applicable employee benefits requirements, including the Patient Protection and Affordable Care Act.

(5) Invoicing: Contractor invoices are due to Wavestone on the last day of the billing month and shall be dated the last day of the billing month ("Invoice Date").

i. All invoices shall include proper documentation, such as receipts for any reimbursable expenses. Wavestone will accept invoices for a single billing month until the third business day of the next month.

ii. Any invoices received after the third business day of the billing month shall be considered late and will be processed with the next billing month. The Invoice Date for any late invoices shall be the last business day of the next billing month.

iii. Wavestone shall pay each invoice as defined in the PO.

5 Intellectual Property

(1) All copyrights, patent rights and other intellectual property rights in and to all works of authorship, including software programs, and inventions that Contractor produces (working alone or jointly with others) during the term of this Agreement (together with all related ideas, know-how and techniques) will be owned solely by Wavestone. All documents, methods, know-how, tools, procedures and techniques owned by Wavestone or End-Client and made available to the Contractor shall remain the sole property of the End-Client and Wavestone and may not be used by the Contractor for any purpose other than strictly for the performance of the Services. Notwithstanding the foregoing, works of authorship or inventions that (a) Contractor develops on its own time without using any of Wavestone's resources, and (b) do not relate in any manner to Contractor's work under this Agreement or the business of Wavestone or End-Client shall be owned solely by Contractor. Contractor shall disclose and assign to Wavestone and sign, without additional compensation, all necessary documents and otherwise assist Wavestone, at Wavestone's expense, to register and enforce all joint copyrights, patents and other intellectual property rights. Wavestone can waive its rights in any work of authorship or invention only through a written instrument signed by an authorized officer after the Contractor has fully disclosed in writing the existence and nature of that work of authorship or invention.

(2) The purpose of the aforementioned transfer to Wavestone may be to enable Wavestone to further transfer the relevant items to an End-Client and, more broadly, to enable the utilization of said items by said End-Client, the Contractor confirms that it holds all intellectual property rights and authorizations necessary to perform the Services and for Wavestone and the End-Client to utilize to the fullest extent the results/deliverables of the Services, and it warrants that the results/deliverables of the Services do not infringe the intellectual property rights or any other rights owned by a third party.

6 Confidential Information

(1) Contractor acknowledges that Contractor will receive confidential information from Wavestone, the End-Client and the End-Client's respective affiliates, customers and suppliers. This confidential information will include all business, financial and technical information, including information Contractor develops, relating to the business activities, products or services of Wavestone, the End-Client and the End-Client's respective affiliates, customers and suppliers, whether or not such information is identified as confidential.

(2) Confidential information does not include any information that Wavestone or the End-Client approves for unrestricted public disclosure.

(3) Contractor will not disclose or use, and will take reasonable precautions to prevent the disclosure or use of, any of this confidential information, except in the good faith performance of Contractor's duties under this Agreement.

(4) Contractor will return all confidential information to Wavestone at its request.

(5) Contractor will comply with Wavestone and the End-Client's restrictions on information it deems confidential or proprietary and, at Wavestone's request, will execute an agreement not to disclose or use such information. In addition, Contractor will not solicit or induce the unauthorized disclosure or use of Wavestone or the End-Client's confidential information.

(6) In addition to attorneys' fees and any monetary relief as may be recoverable by law, Wavestone shall be entitled to such injunctive or other relief as may be necessary to restrain any threatened, continuing or further breach by Contractor of its obligations under this Section or Section 5.

(7) To the extent that a Court finds any provisions of such Sections to be so broad as to be unenforceable, such provisions shall be reduced in scope or length, as the case may be, to the extent required to make them enforceable.

7 Indemnification and Insurance

(1) Indemnification.

Contractor shall indemnify, defend and hold Wavestone, its officers, directors, agents and employees, harmless from and against any and all losses, costs, claims, suits, damages, liabilities and expenses (including reasonable attorneys' fees and costs) based upon, arising out of or

attributable to any act or omission of Contractor, its officers, directors, agents or employees including, but not limited to, any claims: (1) by any third party that any Contractor work product infringes its intellectual property rights; (2) relating to Contractor's obligations under Sections 3, 5 and 6; (3) relating to personal injury or property damage caused by Contractor fault or negligence; or (4) resulting from Contractor's non-compliance with any law, regulation or statute. For purposes of clarity, this provision expressly includes any obligations under the Patient Protection and Affordable Care Act, any data privacy laws, and any AI laws.

(2) Insurance.

Contractor shall be solely responsible for all of its own insurance and shall at all times maintain such types and amounts of insurance coverage as is acceptable or required by Wavestone:

i. Workers' Compensation and Unemployment Compensation Insurance. Wavestone will not obtain, on behalf of Contractor, workers' compensation insurance or unemployment compensation insurance. Contractor shall be solely responsible for obtaining unemployment compensation and workers' compensation insurance for Contractor, and Contractor shall be solely responsible for complying with all applicable workers' compensation and unemployment compensation laws.

ii. Professional Liability Insurance. Wavestone requires Contractor to maintain such insurance as will fully protect both Contractor and Wavestone from any and all claims of whatsoever kind or nature for claims including negligence, misrepresentation, privacy violations, violation of good faith and fair dealing, and inaccurate advice, made by any person whomsoever, that may arise from operations carried on under this Agreement, either by Contractor or by any person directly or indirectly engaged or employed by Contractor. Contractor agrees to provide Wavestone with certificates evidencing the required coverage before Contractor begins work under any PO. The minimum amount of insurance coverage is \$1,000,000, per occurrence and in the aggregate, with Wavestone US Inc. named as an additional insured entitled to receive 30 days' notice of any cancellation or change in such coverage.

(3) Compliance Platform. Before the start of a PO, the Contractor shall complete the requirements on its compliance platform, Aproxall (<https://www.aproxall.com/>).

8 Data Privacy; Computer Systems

(1) Data Privacy.

If necessary, the parties will sign any essential agreements, including a data processing agreement, aligned with data privacy and security as required by the End-Client or applicable regulation.

(2) Standard Privacy Terms.

i. The parties undertake to comply with the legal and regulatory provisions in force relating to the protection of personal data, in particular the GDPR, CCPA, and any other applicable federal, state, or local laws.

ii. Each party, acting as an autonomous data controller, collects and processes identification data, such as title, surname, first name, email address, and telephone number of the parties' representatives and/or staff (the "Personal Data"), solely for the purposes of managing POs, invoices, claims and disputes, which constitute the purposes of the processing. It is recalled that Personal Data are confidential information. The Personal Data collected by the parties may be disclosed, in order to ensure the proper management of the contractual relationship, (i) to the internal departments to which the parties have recourse and (ii) to third-party companies involved in the performance of the contractual relationship (in particular the parties' hosting providers), (a) for the sole purposes of the processing set out above, (b) where applicable, in order to comply with a request from an administrative or judicial authority, or (c) in order to defend the parties' interests in the event of a dispute before any competent court.

iii. Each party undertakes to implement the measures necessary to ensure the security of the Personal Data it processes as a data controller and to inform the other party within a maximum of eight (8) hours of any breach of such Personal Data.

iv. The Personal Data shall be retained for the entire duration of the contractual relationship and for the applicable limitation period.

v. In addition, each data subject may, with respect to all the Personal Data exchanged between the parties concerning him or her, exercise his or her rights directly with the data controller of his or her Personal Data who

oversees the compliance of Personal Data processing. Wavestone's Data Protection Officer can be contacted at the following address: dpo@wavestone.com.

vi. Where the Contractor acts as a processor and Wavestone as a controller in the context of the performance of the Services within the meaning of the applicable regulations, the Contractor shall process Personal Data only on the documented instructions of Wavestone.

vii. The Contractor shall process the Personal Data solely for the purpose(s) covered by the Services and in accordance with the documented instructions of Wavestone. Accordingly, the Contractor shall refrain from any use of the Personal Data on its own behalf, including for commercial purposes, or by third parties. If the Contractor considers that an instruction of Wavestone constitutes a breach of the applicable regulations, it shall inform Wavestone immediately. The Contractor warrants that it has implemented the technical and organizational measures, in particular access-restriction measures, required to ensure the confidentiality and security of the Personal Data it processes on behalf of Wavestone. The Contractor shall notify Wavestone as soon as possible (and in any event within 8 hours of becoming aware) of any breach of Personal Data. The Contractor shall ensure that persons authorized to process Personal Data in the context of the Services undertake to respect the confidentiality of such data and receive the necessary training in personal data protection. It shall keep available to Wavestone the list of sub-processors involved in any processing of personal data relating to the performance of the Services; in the event of any change in the list of sub-processors used by the Contractor, the Contractor shall immediately inform Wavestone. The Contractor shall ensure that its sub-processors and any person acting under its authority or on its behalf comply with the principles of the applicable regulations. It accepts that the End-Client — or a firm appointed by Wavestone — may, subject to five (5) days' prior notice, carry out at its own expense an organizational or technical audit of the Contractor regarding compliance with the regulations in force in the context of the performance of the Services. In the event of any breach of the regulations or of these provisions identified during the audit, the Contractor undertakes to implement the necessary corrective actions promptly and at its own expense. The Contractor shall delete the Personal Data upon expiry of the retention period set out in the documented instructions of Wavestone (if applicable), and at the latest within 12 months following the cessation of the Services. The Contractor shall host Wavestone's Personal Data within the United States or the European Economic Area and shall ensure that no Personal Data of the End-Client is transferred outside the United States or the EEA, by it, its own sub-processors, or persons acting under its authority or on its behalf. It shall inform Wavestone in writing and without delay of any request relating to the Personal Data. In the event of any question raised by a supervisory authority, the Contractor shall be required to respond within the deadlines imposed by such authority.

(3) Computer and Telephone Systems. Contractor may be given access to the computer, telephone and other systems of Wavestone and/or End-Client ("Systems") in connection with performance of the services. Contractor shall comply with any security policies of Wavestone or End-Client with respect to the Systems and the directions and/ or restrictions communicated to Contractor by the System owner's IT personnel. Contractor will not tamper with, damage or compromise the Systems or circumvent those security policies, directions and restrictions. Failure to comply with the foregoing shall be a breach of this Agreement entitling Wavestone to immediately terminate this Agreement. Wavestone may audit Contractor's use of the Systems.

(4) Notification of Security Events. The Contractor must report information security and data protection incidents to Wavestone immediately, or at least within eight (8) hours after they become known, which concern the information and data of Wavestone, companies of the Wavestone Group or the End-Client. This notification should be sent to the e-mail address security@wavestone.com, and dpo@wavestone.com if related to personal data. Information security incidents are events through which the protection goals of confidentiality, integrity and/or availability of information and data of the Contractor, companies of the Wavestone Group or the End-Client could be or have already been violated or endangered. A data protection incident is an incident in which the security of personal data is compromised, e.g. through unauthorized access, loss, destruction or modification of data. The Contractor shall immediately initiate all necessary measures to clarify and terminate the information security and data protection incidents and to minimize harmful consequences for the affected party.

9 Audit Rights and Compliance with Sanction Regulations

(1) Audit Right.

Wavestone, its End-Client or a third party named by Wavestone or the End-Client are entitled to verify compliance with the contractual specifications on a regular basis and to the extent required. This includes, but is not limited to, on-site inspections and the use of recognized certifications or audit systems.

(2) Audit procedures.

The inspection takes place in consultation with the Contractor and must be announced with a reasonable prior notice. The audit includes the right to inspect any facility that processes project-related information of Wavestone or its End-Client and also applies to subcontractors of the Contractor. Each party bears its own costs of the audit.

(3) Sanctions lists.

The Contractor warrants that it and all subcontractors, suppliers and other vicarious agents commissioned by it are not included on any sanctions list in accordance with the applicable provisions of European, U.S., or other national sanctions laws.

(4) Prohibition on engaging sanctioned entities.

The Contractor represents and warrants that neither it, nor its officers, employees or any of its subcontractors are listed on any sanctions list, are owned or controlled by a person listed on any such list, or are subject to restrictive measures adopted by the United States, European Union, the United Nations, France, or any other competent authority. The Contractor undertakes not to use, directly or indirectly, any natural or legal person, group or organization subject to such measures within the framework of the performance of the PO, and to inform Wavestone without delay of any change in circumstances affecting this representation.

(5) Consequences of breach.

If the Contractor breaches these obligations, Wavestone shall be entitled to terminate the PO without notice for good cause and, if necessary, to claim damages. Payments already made can be reclaimed if they contradict the aforementioned sanction regulations.

(6) Compliance measures and evidence.

The Contractor further undertakes to implement suitable measures for compliance with the sanctions regulations (e.g. sanctions list checks) and to provide evidence of the performance of corresponding checks at the request of Wavestone.

10 Corporate Social Responsibility

(1) Wavestone has adopted a Business Partner Code of Conduct (hereinafter the "CoC"), which is available on its website (<https://www.wavestone.com/wp-content/uploads/2026/05/business-partner-code-of-conduct-en.pdf>). The Contractor undertakes to comply with it and warrants that it will be respected by the workers it assigns to perform the Services.

(2) Each Party represents and warrants to the other Party, both on its own behalf and on behalf of its employees and corporate officers acting in the performance of their duties, that it complies with all applicable statutes and regulations, in the United States and abroad, with respect to combating corruption and influence peddling, and more generally undertakes to comply with all applicable anti-corruption obligations.

(3) United Nations Global Compact: Wavestone informs the Contractor that it has, since 2012, adhered to the United Nations Global Compact and its 10 universal principles for sustainable development.

i. Accordingly, the Contractor shall ensure compliance, in the country in which it operates, with all applicable provisions regarding:

- Human Rights;
- Labor Rights, and in the absence of an applicable framework, at minimum the provisions of the International Labour Organization (ILO) Declaration;
- Environmental Rights;
- Ethics and Anti-Corruption, in accordance with Wavestone's Business Ethics Charter.

ii. The Contractor shall not enter into contracts with subcontractors, whether natural or legal persons, who, to its knowledge, do not comply with the provisions of this article. Wavestone may, where appropriate, request verification of the implementation of these commitments.

(4) The Contractor further acknowledges that it has read and adheres to the CoC.

(5) In the event of a breach of the undertakings or the representations and warranties set out above by either Party, the other Party may unilaterally terminate the Agreement by operation of law, with immediate effect and without compensation, without prejudice to any other remedies available to it against the defaulting party. The parties undertake to exercise this right reasonably and in proportion to their legitimate interests to be protected.

11 Taxes, Contributions

(1) The Contractor is obliged to pay taxes, social security contributions, and duties arising from its activities for Wavestone, in particular, with regard to taxes on income and turnover. Any of these amounts cannot be charged to Wavestone.

(2) In the case of cross-border assignments, the Contractor is obliged to have a current residence permit or work permit, insofar as this is necessary. This shall apply accordingly to other persons whom the Contractor has legitimately commissioned to provide Services. Furthermore, the Contractor warrants to indemnify Wavestone against any liability or payment claims asserted against Wavestone due to a breach of statutory provisions or contractual agreements by the Contractor.

(3) Upon request, the Contractor will prove the fulfillment of its obligation in accordance with this article to Wavestone, for example, by submitting appropriate tax assessments, confirmations from the tax office or other regulatory confirmation.

12 Artificial Intelligence

(1) The Contractor may utilize AI in the performance of the Services, provided that such use is consistent with this GTC, any applicable PO, all applicable laws and regulations, and any requirements applicable to Wavestone under its agreements with End-Clients. AI shall be used as a tool to support the performance of the Services and shall not replace appropriate human judgment. Where Wavestone is subject to contractual restrictions regarding AI use, Contractor shall comply with such restrictions upon notice from Wavestone.

(2) For purposes of this Agreement, "Artificial Intelligence" or "AI" means any system, software, or technology that processes data, generates outputs, or produces predictions or recommendations using automated or machine-based techniques, including, but not limited to, machine learning, algorithms, neural networks, natural language processing, and generative AI Systems.

(3) The Contractor shall not use End-Client Data, Wavestone Data, Confidential Information, Deliverables, work product, prompts, outputs, or derivative works to train, retrain, fine-tune, test, improve, or otherwise develop any AI System, model, or technology without Wavestone's prior written consent. Contractor shall further ensure that no third-party AI provider utilizes such information for model training or other commercial purposes.

(4) At Wavestone's request, the Contractor shall provide suitable evidence that the input and output of the AI Systems used by it (including any such subcontractors) are not used for training for the Contractor of any third parties (e.g., by means of manufacturer assurances, technical documentation, configuration settings). A mere reference to general marketing or product information from the AI System provider is not sufficient.

(5) Prior to using an AI System in connection with the Services, Contractor shall provide Wavestone with reasonable information regarding the AI System, including the provider and the general nature of its use. Contractor shall notify Wavestone of any material changes to the AI Systems used in connection with the Services that may materially affect the Services, Deliverables, processing of End-Client Data, confidentiality obligations, security controls, or applicable regulatory requirements.

(6) All Deliverables, work product, AI Deliverables, and other materials created, developed, generated, or produced in connection with the Services shall be considered Deliverables under this Agreement and shall be subject to the ownership and intellectual property provisions applicable to

Deliverables. Contractor shall not use, distribute, commercialize, license, disclose, or otherwise exploit any Deliverables or AI Deliverables for its own benefit or for the benefit of any third party without Wavestone's prior written consent.

(7) The output generated by the AI System shall be considered a draft and subject always to review and human intervention by the Contractor such that the final (work) result constitutes an independent, human intellectual creation, unless the individual PO provides otherwise.

(8) Any AI-generated output must be subject to a human quality review by the Contractor before it is used or disclosed.

(9) The Contractor shall clearly and transparently label the use of AI in providing the Services; this applies in particular to individual partial Services and deliverable results.

(10) The Contractor shall ensure that its use of AI Systems does not infringe the intellectual property rights of any third party and shall not input or process content through AI Systems unless it possesses the rights, permissions, licenses, or other lawful basis necessary for such use. Contractor shall remain responsible for any Deliverables generated using such content.

(11) Wavestone or the End-Client may restrict the use of AI Systems permitted under Section 12 (1) to specific AI Systems designated by Wavestone.

(12) The Contractor is prohibited from using the results created in the course of providing the contractual Services for third parties or for its own purposes, unless Wavestone has previously consented in writing.

(13) The Contractor is obliged to comply with the requirements of any regulation applicable for its Services.

(14) The Contractor undertakes, in the event of third-party claims resulting from the use of the AI Systems, to inform Wavestone immediately in writing and to indemnify Wavestone and End-Client against any claims.

(15) The Contractor shall ensure that its use of AI complies with all applicable laws and regulations, including those relating to data protection, privacy, confidentiality, intellectual property, discrimination, and artificial intelligence. Contractor shall promptly notify Wavestone of any governmental inquiry, regulatory investigation, or legal claim relating to its use of AI in connection with the Services.

(16) The Contractor shall require any approved subcontractor, consultant, vendor, or agent utilized in the performance of the Services to comply with obligations no less protective than those contained in this Section. The Contractor shall remain fully responsible for the acts and omissions of such parties.

13 Miscellaneous

(1) Termination.

Wavestone may terminate these GTC or any PO, for convenience, upon thirty (30) days written notice. The Contractor may terminate these GTC or any PO upon ninety (90) days written notice. Notwithstanding the foregoing, any PO shall be terminable immediately by Wavestone upon End-Client's request or upon the end of the End-Client Agreement with Wavestone. The provisions of the GTC or any PO, which by their nature have effect beyond the termination, or expiration of the GTC shall survive its termination or expiration.

(2) Conflict of Interest.

The Contractor represents that it has no conflict of interest with Wavestone and/or the End-Client. In general, the Contractor shall inform Wavestone without undue delay of any situation that may affect the performance of the Services as provided for in the GTC or the applicable PO. In the event of a proven conflict of interest, Wavestone reserves the right to immediately terminate the PO for breach pursuant to Article 13(1).

(3) Restrictive Covenant.

Without the prior written consent of Wavestone, the Contractor shall not directly or indirectly (1) perform services for End-Client except in furtherance of its obligations under this Agreement; (2) solicit, take away, induce or motivate End-Client to discontinue or modify its relationship with Wavestone, or diminish or transfer any of its business dealings; or (3) directly or indirectly make any statements to End-Client which disparage or otherwise adversely affect the reputation of Wavestone or any of its

employees or contractors, for the entire term of PO and for twelve (12) months after its termination.

(4) Disputes.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation located in Allegheny County, PA, USA before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties waive their rights to a jury trial.

(5) Governing Law and Venue.

All questions concerning the validity, interpretation, or performance of any of the terms or provisions of this Agreement, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the Commonwealth of Pennsylvania. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted in any federal court in the Western District of Pennsylvania or in any state court in Allegheny County, Pennsylvania, and Contractor hereby waives any objection which Contractor may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submit to the jurisdiction of any such court. Both parties waive their rights to a jury trial as to any or all of the issues arising out of or related to this Agreement.

(6) Statute of Limitations.

Any claim by Contractor against Wavestone, including but not limited to any claims arising out of or related to these GTC, must be brought within the time prescribed by law or twelve (12) months from the date of the event forming the basis of the claim, whichever occurs first.

(7) Force Majeure.

Each party will be excused from the performance of its obligations under this Agreement for any period and to the extent that such performance is prevented, in whole or in part, as a result of delays due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, fires, floods, earthquakes, accidents, strikes, acts of war, acts of terrorism, riot, embargoes, fuel crises, acts of civil or military authorities, or intervention by governmental authority, provided that such party gives prompt written notice thereof to the other party. Nonperformance as a result of Force Majeure will not be a default or grounds for termination of this Agreement, and any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

(8) Freedom of Action.

This Agreement is non-exclusive. Subject to the restrictions of Sections 5, 6, and 13(3), Contractor may perform work for third parties during the term of this Agreement and Wavestone may cause work of the same or different kind to be performed by its own personnel or other independent contractors during the term of this Agreement.

(9) Notice.

Any notice required or permitted to be given shall, except where specifically provided otherwise, be given in writing to the person at the address listed below by personal delivery, facsimile or other electronic media, delivered to an established mail service for same day or overnight delivery, or dispatched in the United States mail, postage prepaid, for mailing by first class certified or registered mail, return receipt requested, and addressed to the address listed on the PO for the Contractor and to the following for Wavestone:

Name	Wavestone US Inc.
Address	One Allegheny Square, Suite 502 Pittsburgh, PA 15212 USA
Email	USLegal@wavestone.com

(10) Publicity.

Nothing contained in this Agreement shall be construed as conferring any right upon Contractor to use in publicity, promotion, marketing or other activities, any names, trade name, trademark or other designation of Wavestone or of Wavestone's End-Clients. Contractor agrees to follow marketing guidelines of Wavestone and of Wavestone's End-Client(s).

(11) Waivers; Rights Cumulative.

A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement shall be

cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either party.

(12) Severability.

If any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, then such provision shall be equitably reformed in accordance with the intent of the original provision to the extent necessary to make it valid, legal, and enforceable. If it is not possible to equitably reform such invalid, illegal or unenforceable provision, then such provision shall be severed from the Agreement and the remaining provisions given full force and effect. Notwithstanding the foregoing, if reformation or severance of an invalid, illegal, or unenforceable provision would cause a material failure of consideration or frustrate an essential purpose of the Agreement, the affected party may elect to void the Agreement in its entirety.

(13) Assignment.

Contractor may not assign or subcontract this Agreement or any of Contractor's rights or obligations hereunder without the prior written consent of Wavestone.