

Answerthink

CONTRACTING TERMS

EFFECTIVE DECEMBER 1, 2014

GENERAL TERMS & CONDITIONS

AND APPENDICES

APPLICABLE TO

ALL ANSWERTHINK SERVICES

These General Terms & Conditions and Appendices (the "General Terms") shall apply to all Services (as hereinafter defined) delivered to the Client by The Hackett Group, Inc., d/b/a Answerthink, except when the applicability of the General Terms is excluded or restricted by law, regulations or written agreement or when amendments to these General Terms have been confirmed explicitly and in writing mutually. Any general terms and conditions proposed by the Client including those referenced in purchase orders are rejected explicitly.

The different Appendices of these General Terms are incorporated by reference and shall apply to a Statement of Work (as hereinafter defined) whenever the type(s) of Services proposed or provided by Hackett may be categorized under the relevant Appendix.

Whenever the contents or interpretation of the Statement of Work and the General Terms conflict, the General Terms shall take precedence. Whenever the content of an Appendix which contains terms and conditions related to a specific type of Service conflict with the Statement of Work or General Terms or an Appendix covering a broader range of services, the more specific Appendix applicable to the Services delivered shall take precedence over the more general Appendix which shall take precedence over the General Terms which shall take precedence over the Statement of Work.

DEFINITIONS:

"Answerthink" means The Hackett Group, Inc. formerly known as Answerthink, Inc. and d/b/a Answerthink.

"Affiliate" means any entity which is controlling, controlled by, or under common control with, any party to a Statement of Work, including Hackett or any Hackett Entity.

"Agreement" means the Statement(s) of Work and these General Terms.

"Claim" means any claim or proceeding of any nature including but not limited to contract, tort, breach of statutory duty, negligence or otherwise.

"Client" means the legal entity which confers the engagement to Hackett and which is the other party to a Statement of Work.

"Hackett Entity" means The Hackett Group, Inc. and its respective subsidiaries and Affiliates, and their respective predecessors, successors and assignees.

"Losses" means any Claims, liabilities, damages, costs or expenses of any sort in any way relating to or arising out of the Agreement or the Services.

"Services" means the products, services, deliverables and work product described in a Statement of Work.

"Statement of Work" means the statement of work, proposal, letter agreement or equivalent document describing the Services to be performed by Hackett entered into between Client and Hackett and any amendments thereto, other than the General Terms.

"Subcontractor" means a third party (other than a Hackett Entity) to whom Hackett subcontracts any of the Services.

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1. *Procedure for Services.*

- a) The Agreement constitutes the whole agreement between the Client and Answerthink in relation to the Services. The Agreement supersedes any previous agreement, proposal, understanding or communication, written or oral, relating to its subject matter. No variation to an Agreement shall be effective unless it is documented in writing, provided, however, that the scope of Services set forth in the Statement of Work may be changed by agreement of the parties in writing, including by e-mail or facsimile.
- b) Services are initiated only after a completed Statement of Work has been approved and signed by an authorized individual for Client and for Answerthink. The Agreement shall be concluded at the moment that the Statement of Work, signed by the Client and Answerthink, has been received by Answerthink and – if applicable – shall be effective retroactively as from the date Answerthink started its performance there under. If Answerthink has already started work (e.g. by gathering information, project planning or giving initial advice) then the Client agrees that the Agreement is effective as of the start of such work. Client will be obligated to pay Answerthink the reasonable value of any Services performed during such period, but in no case less than actual hours worked as a percentage of the total project estimated fees specified in the Statement of Work(s), plus reimbursable expenses.
- c) If the Client and the beneficiary of the Services are separate legal entities – including, without limitation, natural persons – and either is an Affiliate of the other, the Client warrants and represents that the (other) party or parties having an interest in the Services accept the terms and conditions of the Agreement fully, failing which the Client shall indemnify and hold Answerthink harmless from and against all Losses connected with the breach of such warranty or representation.

2. *Statements of Work.* Answerthink agrees to perform the Services in a professional manner as detailed in each applicable Statement of Work. Answerthink reserves the right to requote a Statement of Work if its acceptance by Client does not occur within thirty (30) days after issuance. A separate Statement of Work or Statement of Work amendment will be prepared and signed by both parties whenever there is a new or changed project objective, scope of deliverable(s) or when a change in project assumptions has a material impact on project cost including estimates. Notwithstanding the foregoing, if Answerthink, at the request of, or upon notice to Client, performs work that is not covered by a Statement of Work or that exceeds the scope of Services defined in the applicable Statement of Work, such work shall be deemed Services provided pursuant to this Agreement for which Client shall compensate Answerthink pursuant to Section 4.

3. *Client Responsibilities.* The Answerthink project team(s) will have full cooperation and timely access to all required Client personnel during the course of Answerthink's Services and Client is responsible for timely review and turnaround of all documents requiring Client approval. Answerthink, its employees, agents, and subcontractors (i) can rely upon any instructions or information provided by Client or any persons designated in writing by Client and (ii) will incur no liability for such reliance. In addition, Answerthink shall not be liable for any default or delay

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in performance of its obligations hereunder to the extent the same is caused, directly or indirectly, by (x) the failure of Client to comply with any of its obligations hereunder or (y) any unavailability or work absence of the appropriate Client personnel. The Services performed hereunder and all work product delivered in connection therewith shall be deemed accepted if, within five (5) days after delivery, client has not provided to Answerthink written notice identifying in reasonable detail any basis for not approving the work product. Within thirty (30) business days of completion of each project initiated by a Statement of Work, a completion memorandum signed by the Answerthink Project Director will be delivered to Client.

4. *Payment.* As compensation for the Services hereunder, Client agrees to pay Answerthink pursuant to the fee schedule set forth in each Statement of Work. All fees referred to in these General Terms or any Statement of Work are in U.S. Dollars and do not include any duties or taxes. All such duties and taxes, whenever imposed, shall be payable by Client. Income or other taxes that are required to be paid or withheld by the Client, under the laws of jurisdictions other than the United States, in connection with the Services hereunder, shall be the sole obligation of the Client. Answerthink may, at its option, submit bi-weekly invoices to Client unless otherwise specified in the applicable Statement of Work. Except as otherwise provided in an applicable Statement of Work, Client agrees to remit payment in full on each invoice to Answerthink within thirty (30) days after the date of such invoice. Answerthink reserves the right to charge and collect a service fee on any unpaid, past-due amount equal to the lesser of (a) one and one half percent (1-1/2%) per month or (b) the highest interest rate legally permitted. Client will reimburse Answerthink for all reasonable collection expenses, including reasonable attorneys' fees and court costs incurred in the collection of delinquent amounts.
5. *Expenses.* Client agrees to reimburse Answerthink for expenses incurred in carrying out Answerthink's activities under an Agreement. Examples of such expenses include, mileage, and out-of-town travel costs such as airline tickets, meals, ground transportation and lodging.
6. *Termination.*
 - a) Except as otherwise provided under the additional terms set forth in any Appendix, either party may terminate consulting service engagements (i.e. not including Advisory and the Exchange) under an Agreement without cause upon the giving of at least thirty (30) days' advance written notice to the other (provided, however, that all payment obligations incurred by Client to date must be current at the time of such notice of termination in order for such notice to be effective). In addition, either party may terminate a Statement of Work upon an Event of Default (as hereinafter defined).
 - b) "Event of Default" shall mean the occurrence of a breach of any term of an Agreement or any applicable Statement of Work which, for payment related breaches, remains uncured after the tenth (10th) day after written notice, and which, for all other breaches, remains uncured after the thirtieth (30th) day after written notice, provided, however, that the above 30-day period shall be increased to 120 days if the default is reasonably curable within 120 days and so long as the party attempting to cure demonstrates to the other party's reasonable satisfaction that it is diligently attempting to accomplish such a cure.

- c) Upon the expiration or earlier termination of any Statement of Work(s), all charges related to all work performed by Answerthink, including without limitation, any expenses incurred by Answerthink under such outstanding Statement of Work(s), through the expiration date or the effective date of the termination of such Statement of Work(s) , will immediately become due and payable to Answerthink without demand there for. In the event such expiration or termination occurs prior to the completion of the services to be rendered under any Statement of Work(s) which calls for milestone, progress or objective based billing, Client shall pay Answerthink for all services rendered and expenses incurred by Answerthink as set forth in the applicable Statement of Work(s), including services and expenses related to any milestone, progress point or objective Answerthink is working to complete at the time the applicable Statement of Work(s) expires or is terminated.
7. *Intellectual Property.* Except as otherwise provided in these General Terms or in any applicable Statement of Work, and only upon final payment in full, Client shall own all rights to Services and work product originally developed for and provided to Client under an Agreement and Answerthink agrees to assign all such rights to Client. Answerthink shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined below). Answerthink retains and shall be entitled to any and all protections afforded under State and Federal statutory or common law with respect to any materials, which it considers proprietary, and which were prepared, developed or used by Answerthink prior to or outside the course of completing the Services performed under the terms of a Statement of Work ("Answerthink's Intellectual Property"). In the event (and to the extent) that any deliverable contains any items or elements which are Answerthink's Intellectual Property, Answerthink grants to Client an irrevocable, perpetual, royalty-free license to use, execute, display, and/or perform such to the extent it is necessary to fulfill the scope of work described in the applicable Statement of Work. These protections shall not cover Confidential Information as defined in Clause 8 of these General Terms. All software, technology or proprietary information not owned by Answerthink or Client shall be protected under the terms and conditions of separate licensing agreements. Unless otherwise stated herein or in a Statement of Work, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of Hackett's Intellectual Property, Confidential Information or proprietary information or of its agents or any third party licensed software by the Client is strictly prohibited.
8. *Confidentiality.* Client and its employees and agents may have access to private and confidential information owned or controlled by Hackett, including the confidential and proprietary information and materials referenced in the Statement of Work, as well as information relating to Answerthink's data, best practices, methodology, algorithms, programs, software, security keys, specifications, drawings, business information, pricing and other data, as well as the existence of any dispute between the parties. Similarly, Answerthink and its employees and agents may have access to private and confidential information owned or controlled by Client relating to technical or business information of a proprietary nature or relating to Client's business operations. All such Answerthink information and Client information shall be "Confidential Information". The Confidential

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Information acquired by either party under an Agreement through its employees or agents shall be and remain the disclosing party's exclusive property, and the receiving party shall keep, and its employees and agents shall not copy or disclose such Confidential Information to others without the disclosing party's prior written approval, shall return all tangible copies of such Confidential Information to the disclosing party promptly upon request, and shall destroy all electronic copies promptly upon request. The Confidential Information of the disclosing party may be used by the receiving party only in connection with the Services. Nothing herein shall limit either party's use or dissemination of information which (i) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the other party, its employees or agents; or (ii) was in the other party's possession as shown by written records prior to the disclosure and had not been obtained either directly or indirectly from another party under an obligation not to disclose such information; (iii) is hereafter disclosed to the other party by a third party who did not acquire the information directly or indirectly from the disclosing party hereunder; (iv) was independently developed by the other party without use of the Confidential Information, as evidenced by written records; or (v) is required by law, regulation or auditing standards to be disclosed, but only to the extent and for the purposes of such required disclosure. Nothing obligates Answerthink to divulge to Client any information for or related to which Answerthink has previously undertaken an obligation of confidentiality for the benefit of any party other than Client.

9. *Warranty.*

- a) Answerthink warrants that the Services to be performed hereunder shall be performed in a timely and professional manner and will comply in all material respects with the descriptions and representations regarding the Services set forth in the applicable Statement of Work. Answerthink further warrants that all Services developed hereunder will be of original development by Answerthink and will not infringe upon or violate any known patent, copyright, trademark, trade secret or other property right of any third party that is enforceable in the

U.S. Where Answerthink supplies any goods supplied by a third party, Answerthink does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Answerthink.

- b) EXCEPT AS EXPRESSLY STATED HEREIN, ANSWERTHINK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR ANY OTHER PERSON WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY, SUITABILITY, CAPACITY, FITNESS FOR A PARTICULAR OR OTHER PURPOSE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE) OR RESULTS TO BE DERIVED FROM THE USE OF SUCH SERVICES OR ITEMS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10. *Subcontractor.* Answerthink reserves the right to utilize contracted employees or subcontractors to meet its requirements under the terms, conditions, and obligations stated in an Agreement.
11. *Publicity.* Both Answerthink and Client may use the other as a favorable reference and indicate to third parties that such party provides or receives (as applicable) services hereunder. The parties may disclose the existence and general nature of an Agreement, but the fees paid hereunder shall be considered Confidential Information. Answerthink, in connection with its marketing activities, can disclose to prospective clients general information of Client including the use of the Client's trademarks, service marks and trade names.
12. *Solicitation.* During the term of an Agreement and for two years thereafter, without Answerthink's prior written consent, neither Client nor any of its affiliates shall, directly or indirectly, solicit for partnership, employment, offer partnership or employment to, employ or engage in any capacity including as a partner, consultant or advisor any individual who is then employed or engaged, or any individual who was employed or engaged within the preceding twelve (12) months, by Answerthink or its Affiliates unless and until Client pays to Answerthink, as liquidated damages and not as a penalty, an amount equal to the aggregate salary and wages (including bonuses) paid by Answerthink, its parent or any of their respective affiliates to such employee during the twelve (12) months prior to the date such employee is employed or engaged by Client. The parties agree that this is the best measure of damages to Answerthink due a breach of this provision.
13. *Limitation of Liability.* If Answerthink or any of its Affiliates, or any of their respective officers, directors, employees, agents, subcontractors or shareholders, is ever liable to Client for one or more breaches, disputes, controversies or claims arising under or in connection with Services provided hereunder (whether any such breach, dispute, controversy or claim is based upon contract, tort, statute, equity or any other legal theory), except for claims for personal injury arising out of Answerthink's willful misconduct or gross negligence and/or Answerthink's infringement of a third party intellectual property rights, then, (i) the cumulative amount of all damages and penalties, if any, recoverable by Client for all such breaches, disputes, controversies and claims will not exceed, in the aggregate, an amount equal to the total amount of the fees (excluding unamortized prepaid fees, if any) paid by Client under the applicable Statement of Work from which the breach, dispute, controversy or claim arose, (ii) recovery of such amount as limited hereby will be Client's sole and exclusive remedy, and (iii) Client releases Answerthink and its parent(s), subsidiaries, affiliates, and their respective officers, directors, employees, agents, subcontractors and shareholders, from any liability in excess of such amount.

IN NO EVENT WILL ANSWERTHINK OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUBCONTRACTORS, BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ANSWERTHINK OR SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) PUNITIVE DAMAGES, LOSS OF ANTICIPATED PROFITS, SAVINGS OR BUSINESS, LOSS OF COMMERCIAL REPUTATION OR OTHER

ECONOMIC LOSS, OR (III) DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY CLIENT OR SUCH OTHER PERSON.

14. *Remedies & Dispute Resolution.* If a dispute arises out of or relates to an Agreement, or the breach thereof, then the parties agree to use the dispute resolution process set forth in Exhibit A attached hereto. Because a breach of any obligations set forth in Clauses 7 and 8 will irreparably harm either party and substantially diminish the value of each party's proprietary rights or its Confidential Information, Client and Answerthink agree that if either party breaches any of its obligations there under, the other party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights there under, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the procedures set forth on Exhibit A attached hereto prior to seeking injunctive or declaratory relief.
15. *Choice of Law/ Venue.* The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof. Each of the parties hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or of any Florida State court sitting in Miami-Dade County for purposes of all legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
16. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH AN AGREEMENT OR ANY STATEMENT OF WORK AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO AN AGREEMENT.
17. *Attorney's Fees.* The prevailing party in any action related to or arising out of an Agreement or any Statement of Work, whether such action is at the trial or appellate level, shall be entitled to its reasonable attorney's fees and court costs.
18. *Waiver.* No waiver by either party of any default or defaults by the other party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character, or shall be effective unless in writing duly executed by a duly authorized representative of such party. Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions, and

provisions of the Agreement nor time or other indulgence granted by one party to the other shall act as a waiver of such breach of acceptance of any variation or the relinquishment of any such right or any other right under the Agreement, which shall remain in full force and effect. The rights and remedies set forth in the Agreement are in addition to any rights or remedies a party may otherwise have at law or in equity.

19. *Severability and Survival.* If any provision of an Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, such provision shall be deemed severed from an Agreement, and the remainder of the Agreement shall remain in full force and effect. Any obligations which have accrued prior to the termination or expiration of an Agreement and which are not otherwise expressly discharged pursuant to such Agreement shall remain in full force and effect until performed.
20. *Independent Parties.* Nothing in an Agreement shall be construed to constitute either of the parties hereto as a partner, joint venture, agent, representative or employee of the other party.
21. *Assignment.* Neither party may assign an Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, an Agreement may be assigned by either party without the consent of the other to an entity controlling, controlled by or under common control with said party or in the event of a transfer of all the assets or voting stock of a party as part of a merger, acquisition or divestiture.
22. *Entire Agreement.* An Agreement pursuant to which Answerthink performs Services for Client hereunder, constitutes the entire agreement of the parties with respect to the subject matter hereof, and no amendment, modification, or addition hereto, or waiver hereof, shall be effective unless in writing, specifying such amendment, modification, addition or waiver, and signed by the party sought to be bound thereby. The parties hereto agree that for the purpose hereof, facsimile counterpart signatures are acceptable.
23. *Notices.* All notices to be given under an Agreement must be in writing, addressed to the receiving party's designated representative at the address for the receiving party specified in the applicable Statement of Work or if none appears in the Statement of Work then at the address for the main office or headquarters address for such party listed on its corporate website if addressed to the "Chief Executive Officer". Notices are validly given upon the earlier of confirmed receipt by the receiving party or three (3) days after dispatch by courier or certified mail, postage prepaid, properly addressed to the receiving party. Notices may also be delivered by telefax and will be considered validly given upon written confirmation of receipt. Either party may change its address for purposes of notice by giving notice to the other party in accordance with these provisions.

EXHIBIT A

TO GENERAL TERMS AND CONDITIONS

DISPUTE RESOLUTION PROCESS

The following procedures shall be used to resolve any disputes, claims or controversies (“disputes”) between us as provided herein. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

1. *Discussions Between Management.* The parties shall first employ the full resources of the Executive Committee to resolve all disputes expeditiously and informally. The Executive Committee shall be composed of Answerthink’s Office of Risk Management and Client’s Chief Operating Officer or another designated person with comparable authority who shall act in good faith to resolve the controversy or dispute. In the event that such dispute cannot be resolved by the Executive Committee, the parties shall each involve an independent executive officer of the respective parties, each of whom shall review and discuss the dispute between them and attempt to resolve it by agreement. If such dispute cannot be resolved by the foregoing method within a reasonable period of time, the parties shall resort to the mediation procedure set forth below.
2. *Mediation*
 - 2.1 If the process outlined in Clause 1 above fails to produce a solution acceptable to all parties, either party may request to submit a dispute to mediation by providing written notice to the other party. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who shall attempt to facilitate negotiations. The mediator shall be selected by agreement of the parties. If the parties cannot otherwise agree on a mediator, a mediator shall be designated by a mutually agreeable mediation association at the request of a party. Any mediator so designated must be acceptable to all parties.

- 2.2 The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.
- 2.3 The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.
- 2.4 Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

3. *Arbitration.*

- 3.1 If a dispute has not been resolved within 30 days after the written notice beginning the mediation process (or a longer period, if the parties may agree to extend the mediation), the mediation shall terminate and the parties agreed that the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the procedures of a mutually agreeable arbitration association. In the event of a conflict, the provisions of this Exhibit A shall control.
- 3.2 The arbitration shall be conducted before a single arbitrator, regardless of the size of the dispute, to be selected as provided in the arbitration rules agreed to by the parties. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the arbitration rules and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.
- 3.3 Unless provided otherwise herein, the arbitrator may not award non-monetary or equitable relief of any sort. They shall have no power to award (a) damages inconsistent with an Agreement or (b) punitive damages or any other damages not measured by the prevailing party's actual damages. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- 3.4 No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

- 3.5 All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.
- 3.6 The result of the arbitration shall bind the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each party shall bear its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties.

APPENDIX A

TO GENERAL TERMS AND CONDITIONS

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ROLE STAFFING SERVICES

This Appendix A is applicable to any arrangement where Answerthink Employees (as defined below) are staffed in roles at a Client to perform services under the guidance, supervision control and responsibility of the Client.

DEFINITIONS:

“Answerthink Employee(s)” means any person employed by Answerthink or any Hackett Entity who shall be staffed in a role at the Client pursuant to the Agreement.

“Loaned Staff” means Answerthink Employees being loaned temporarily to the Client to work under the Client’s guidance, supervision, control and responsibility.

“Loaned Staff Member” means a specific person who is part of Loaned Staff.

“Secondment” means the (duration of) performance of work by Loaned Staff.

A. Nature of Services

Under a Loaned Staff arrangement, Answerthink will introduce one or more Answerthink Employees it believes is suitable to deliver the requirements set out by the Client. If the Client accepts any of these Employees, the Loaned Staff Member(s) shall be working for the Client under the Client’s guidance, supervision, control and responsibility for the term and the applicable hourly rates set out in the

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Statement of Work and all decisions in connection with the work performed by Loaned Staff, including any advice or recommendations that may be provided in relation thereto, the implementation (if any) thereof or the achievement of any particular goal shall be the Client's responsibility exclusively.

B. Parties' responsibilities

i) Responsibilities of the Client

- a) The Client shall do everything reasonably possible and refrain from any action that may jeopardize the fulfillment of Answerthink's legal duties as employers of Loaned Staff. The Client shall not make representations with regard to the employment of any Loaned Staff Member by Answerthink or the suspension or termination thereof.
- b) The Client shall instruct the Loaned Staff properly with regard to Client's internal regulations concerning proper conduct on the premises of the Client including, without limitation: access and security, integrity, use of (computers and other) equipment, safety precautions and safety measures, environmental policy and any applicable codes of conduct.

ii) Responsibilities of Answerthink

- a) Answerthink shall provide the Client, upon request, a statement in writing that all wages, taxes and social security contributions due and payable in relation to its employees involved in an engagement have been paid.
- b) Answerthink shall not induce or support its Employees in any way to make a claim against the Client based on an alleged labor relationship between the Client and Loaned Staff Members.

C. Monitoring and Replacement

- i)* The Client shall monitor the Loaned Staff's performance. In the event that any Loaned Staff Member does not perform the duties assigned to him or her within a reasonable time frame and in accordance with reasonable standards, the Client shall take all reasonable action necessary to correct such non-performance. Client shall provide written notice to Answerthink upon the occurrence of any non-performance. The notice must contain an explanation in sufficient detail to allow Answerthink the nature and extent of the non-performance. If, after repeated attempts, the Client is unable to correct such non-performance, without prejudice to Clause 13 of the General Terms, the Client shall notify Answerthink in writing that it has failed to correct the non-performance. Answerthink shall then replace the Loaned Staff Member within two (2) weeks' from the date that Answerthink receives the notice.

- ii)* In the event of grossly improper behavior by any Loaned Staff Member, the Client is entitled to remove such person with immediate effect subject to a written confirmation – including a detailed description of the behavior – to Answerthink as soon as reasonably possible. Without prejudice to Clause 13 of the General Terms, Answerthink shall co-operate with such removal and shall – as the case may be – immediately replace such person to the extent reasonably possible.

- iii)* In the event that Answerthink is unable to find a suitable replacement within a mutually agreeable time frame, both parties shall have the right to cancel the remainder of the Agreement with respect to such Loaned Staff Member.

- iv)* No fees shall be due to Answerthink in connection with vacancies pending replacement of Loaned Staff Members pursuant to justified requests as mentioned in the preceding paragraphs.

D. Intellectual Property Rights

Unless agreed otherwise explicitly, all work product provided by Loaned Staff under an Agreement shall be for internal use of the Client (and its Affiliates) only.

E. Limitation of Liability

- i)* Without prejudice to Clause 13 of the General Terms, the Client agrees that Answerthink shall not be liable to the Client for any Losses attributable to the Loaned Staff's performance, actions or behavior during the term of their Secondment in excess of amount of the total fees paid under the relevant Agreement in relation to the Loaned Staff Member subject to a maximum of six months fees for any Secondment exceeding six months. The Client shall hold Answerthink harmless from and indemnify Answerthink for any Losses, including, without limitation, third party claims, exceeding this limit.

- ii)* Answerthink shall indemnify the Client and hold the Client harmless from and against all claims, damages, costs and expenses related to any failure on Answerthink's part to pay any wages, remunerations, taxes or contributions due in connection with any Loaned Staff Member.

- iii)* The Client agrees that Answerthink shall not be obliged, responsible or liable for discontinuation of employment of any Loaned Staff Member or any obligation, responsibility or liability to continue employing any Loaned Staff Member. If employment of a Loaned Staff Member is discontinued, Answerthink shall inform the Client as soon as is reasonably possible.

APPENDIX E

TERMS & CONDITIONS APPLICABLE TO SERVICES PROVIDED IN CANADA

Notwithstanding any other provision set forth in these General Terms, with respect to Services provided in Canada, the following terms shall apply:

- 1) **"Hackett"** as used throughout these General Terms shall mean The Hackett Group Canada, Inc., a New Brunswick corporation and wholly-owned subsidiary of The Hackett Group, Inc.

- 2) *Applicable Law & Exclusive Venue.* Any Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, without regard to the conflict of laws provisions thereof. Each of the parties hereby submits to the non-exclusive jurisdiction of the courts of the Province of New Brunswick and all courts competent to hear appeals from them for purposes of all legal proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.