



THE HACKETT GROUP CONTRACTING TERMS EUROPE & ASIA / PAC

EFFECTIVE NOVEMBER 9, 2016

EUROPE AND ASIA/PAC

GENERAL TERMS & CONDITIONS

AND APPENDICES

APPLICABLE TO

ALL HACKETT SERVICES

These General Terms & Conditions and Appendices (the "General Terms") shall apply to all Services (as hereinafter defined) delivered to the Client by Hackett, 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 categorised 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:

"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" means one or more of the legal entities which shall have been engaged by the Client for the Services under an Agreement.

"Hackett Entity" means Hackett-REL Limited 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.

1. *Procedure for Services:*

- a) The Agreement constitutes the whole agreement between the Client and Hackett 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 authorised individual for Client and for Hackett. The Agreement shall be concluded at the moment that the Statement of Work, signed by the Client and Hackett, has been received by Hackett and – if applicable – shall be effective retroactively as from the date Hackett started its performance there under. If Hackett 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 Hackett 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 Hackett harmless from and against all Losses connected with the breach of such warranty or representation.
2. *Statements of Work.* Hackett agrees to perform the Services in a professional manner as detailed in each applicable Statement of Work. Hackett 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.
 3. *Client Responsibilities.* The Hackett project team(s) will have full cooperation and timely access to all required Client personnel during the course of Hackett's Services and Client is responsible for timely review and turnaround of all documents requiring Client approval. Hackett, 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, Hackett shall not be liable for any default or delay 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 Hackett 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 an Statement of Work, a completion memorandum signed by the Hackett Project Director will be delivered to Client.

4. *Payment.* As compensation for the Services hereunder, Client agrees to pay Hackett 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 British Pounds Sterling (GBP) and do not include any duties or taxes including without limitation VAT or any similar tax. Client shall make payment of all fees specified in the applicable Statement of Work plus any applicable Value Added Tax (VAT) and any other applicable taxes and/or duties to Hackett-REL Ltd. in accordance with the payment procedures communicated to Client by Hackett. Income or other taxes that are required to be paid or withheld by the Client, shall be the sole obligation of the Client. Hackett 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 Hackett within thirty (30) days after the date of such invoice. Hackett 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 Hackett 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 Hackett for expenses incurred in carrying out Hackett'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 termination 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 unresolved after the tenth (10th) day after written notice, and which, for all other breaches, remains unresolved 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 resolvable within 120 days and so long as the party attempting to resolve demonstrates to the other party's reasonable satisfaction that it is diligently attempting to accomplish such a resolution.

 - c) Upon the expiration or earlier termination of any Statement of Work(s), all charges related to all work performed by Hackett, including without limitation, any expenses incurred by Hackett 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 Hackett 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 Hackett for all services rendered and expenses incurred by Hackett as set forth in the applicable Statement of Work(s), including services and expenses related to any milestone, progress point or objective Hackett 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 Hackett agrees to assign all such rights to Client. Hackett 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). Hackett retains and shall be entitled to any and all protections afforded under law with respect to any materials, which it considers proprietary, and which were prepared, developed or used by Hackett prior to or outside the course of completing the Services performed under the terms of a Statement of Work ("Hackett's Intellectual Property"). In the event (and to the extent) that any deliverable contains any items or elements which are Hackett's Intellectual Property, Hackett 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 Hackett 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 Hackett'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, Hackett 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 Hackett information and Client information shall be "Confidential Information". The Confidential 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 Hackett to divulge to Client any information for or related to which Hackett has previously undertaken an obligation of confidentiality for the benefit of any party other than Client. Hackett shall be permitted to identify Client as a participant in the Hackett Programs. Notwithstanding any other provision, Hackett is not required to divulge to Client any information for or related to which Hackett has previously undertaken an obligation of confidentiality for the benefit of any party other than Client.

Data Protection. Client will not transmit to Hackett any Personal Data or other information that may be used to identify any individual without the express written agreement of the Parties that such Personal Data is required to complete the Services, and advance notice of what Personal Data and its means of transmission is given (“Permitted Personal Data”). Client will be responsible for obtaining any consents required from individual data subjects prior to transmitting any Personal Data to Hackett. If Personal Data is transmitted outside of these requirements, Hackett will delete such information or keep it confidential, but shall not be deemed by any party to be engaged in any commissioned data processing. “Personal Data”, “process”, “processing”, and “data subject” shall have the meaning given to them in EU Directive 95/46/EC as amended and supplemented from time to time.

With respect to Clients who are located within the European Union, save as set out below, Hackett will use all Permitted Personal Data that is supplied to us by Client or on Client’s behalf as Client’s data processor for the purpose of providing the Services. Client understands and agrees that such data may be held on servers outside the European Economic Area (EEA) and be provided to and used by Hackett or others engaged with Hackett in providing the Services. Any export of Data or use of sub-processors outside of the EEA will be made pursuant to EU Directive 95/46/EC as amended and supplemented from time to time, and the local requirements of the data subject utilizing the “Standard Contractual Clauses for the transfer of personal data from the Community to third countries” as prescribed thereunder. Hackett may provide Permitted Personal Data to its overseas offices as required to provide the Services or administrative functions related to the Services. Client expressly consents to Hackett’s use of its overseas personnel. Hackett will provide a list of its entities, upon Client’s request, who will be processing the Permitted Personal Data under this Agreement. We also send data, including Personal Data, outside the EEA to our primary data centre in the USA for disaster recovery purposes and we may send Personal Data outside the EEA, for example, to one of our overseas offices to provide Services or for one or more of the purposes set out above. Any such transfer of Personal Data will be for the same limited purposes and under similar security conditions to those applied to the processing of Personal Data by Hackett within the EEA and processed purpose to applicable law. Client will inform its employees if you are providing their personal information to us and that it will be used as set out above and if required. Client will seek the consent to such use from its employees if required.

9. *Warranty.*

- a) Hackett warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with any Statement of Work. Where Hackett supplies any goods supplied by a third party, Hackett does not give any warranty, guarantee or

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- 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 Hackett.
- b) Client acknowledges that it has not relied on or been induced to enter into an Agreement by any warranty or representation other than those set out in such Agreement and accordingly Hackett shall not be liable for any other warranty or representation. However, this shall not limit Hackett's liability for fraudulent misrepresentation.
10. *Subcontractor.* Hackett reserves the right to utilise contracted employees or subcontractors to meet its requirements under the terms, conditions, and obligations stated in an Agreement.
11. *Publicity.* Both Hackett and Client may use the other as a favourable 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. Hackett, 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 Hackett'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 Hackett or its Affiliates unless and until Client pays to Hackett, as liquidated damages and not as a penalty, an amount equal to the aggregate salary and wages (including bonuses) paid by Hackett, 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 this is the best measure of damages to Hackett due to a breach of this provision.
13. *Limitation of Liability.* If Hackett 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 Hackett's willful misconduct or gross negligence and/or Hackett's infringement of a third party intellectual property rights, 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 unamortised 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 Hackett 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 HACKETT 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 HACKETT 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.* Any dispute arising out of or connected with an Agreement, including a dispute as to the validity or existence of an Agreement and/or this Clause, shall be resolved by binding arbitration in London, England conducted in the English language and administered by the London Court of International Arbitration ("LCIA") by three arbitrators pursuant to the LCIA Rules, save that, unless the parties agree otherwise: (i) the parties shall be entitled to appoint one arbitrator each; (ii) the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the parties. If he is not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he shall be chosen by the LCIA; and (iii) no arbitrator shall be of the same nationality as any party. Injunctive relief sought to enforce the intellectual property rights and confidentiality provisions of any Agreement will not be subject to the requirements of this Clause.
15. *Choice of Law/Venue.* Any Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with the laws of England and Wales, without regard to the conflict of laws provisions thereof. Each of the parties hereby submits to the exclusive jurisdiction of the English Courts for purposes of settling all disputes and hearing and deciding all legal proceedings arising out of or relating to an Agreement and the transactions contemplated hereby. The parties agree that these courts are the most appropriate and convenient courts for this purposes and, accordingly, that they will not argue to the contrary.
16. *Reserved.*
17. *Lawyer'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 authorised 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

Contracting Terms

- 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 an 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 the terms of an 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 Hackett 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. *Miscellaneous.* The headings in the Agreement are inserted only for convenience and shall not affect its construction. The parties do not intend any term of the Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.
 24. *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.

APPENDIX A

TO GENERAL TERMS AND CONDITIONS

EUROPE

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO HACKETT PROGRAMS

This Appendix A shall apply to all Hackett proprietary benchmark programs (each a “Benchmark Program”), subscription-based membership advisory programs (each an “Advisory Program”) and the Hackett Performance Exchange™ product including the CFO Ops Dashboard or similar product created by Hackett (the “Exchange”) The Benchmark Programs, Advisory Programs and the Exchange are referred to collectively as the “Hackett Programs”.

- (i) *Hackett Program Ownership.* The Hackett Programs, including the Hackett Process Taxonomy (as defined below), if applicable, including but not limited to the Hackett analytic tools, Hackett research, and the Hackett best practices, data collection tools and question sets shall not constitute work product and are confidential and proprietary information of Hackett. Certain other portions of the Benchmark Programs, including but not limited to, the benchmark database, compiled benchmark data, calculated metrics and formulae are trade secrets of Hackett. Hackett shall remain the exclusive owner of all right, title and interest in and to this confidential and proprietary information and the Hackett Programs in their entirety, and each of their component parts, now in existence or hereafter developed, including all copyrights thereto, in whatever medium in which they are embodied and Hackett may seek an injunction and/or damages against Client for any unauthorised use.

- (ii) *Hackett Benchmarking Reports.* Client shall have a perpetual, non-exclusive license to utilise the reports prepared by Hackett in connection with Client’s participation in the Hackett Benchmark Programs for Client’s internal use in the conduct of Client’s business. Hackett agrees that Client may disclose reports delivered in connection with Hackett Programs, other than the Exchange, to third-party consultants engaged by Client in connection with services being rendered to Client by such consultants but not otherwise, and provided that such third-party consultant acknowledge in writing Hackett's ownership and rights related to the Hackett reports.

- (iii) *Hackett Program Data Gathering and Future Use.* To the extent Client participates in any Hackett Program and to the extent information provided by Client to Hackett relates to such participation (“Client Information”), then Hackett shall be permitted to use and publish Client Information in its Hackett Programs as now or in the future conducted, which may include the aggregated results of the data analysis and research, and the reports generated in connection with the Hackett Programs for its own business, provided Hackett shall not publish Client Information in the Hackett Programs or related publications in a way that identifies Client.
- (iv) *Hackett Process Taxonomy.* The Hackett Process Taxonomy is defined as Hackett process definitions, which include the classification of activities into processes and/or process groups based on functional similarities. Hackett may supply Client with a copy of the Hackett Process Taxonomy and data collection tools to be utilised by Client only to organise and provide to Hackett information for inclusion in the applicable Hackett Program(s). If these items are provided, Client will use the Hackett Process Taxonomy to define information to be collected for the applicable Hackett Program(s), and the data collection tools will be used to collect and report data for inclusion in the applicable Hackett Program(s). Client agrees that the Hackett Process Taxonomy and data collection tools are Hackett’s Confidential Information subject to the provisions of Clause 8 of the General Terms .
- (v) *Benchmark Scheduling.* With respect to Benchmark Programs, data gathering must be scheduled to begin within the first three (3) months of each applicable Benchmark Program start date and such benchmark(s) must be completed within twelve (12) months of each applicable Benchmark Program start date. Client understands and agrees that Hackett is under no obligation to refund or reimburse any fees paid or to extend the period of time available for Client to complete any benchmark(s) which have not been completed prior to the applicable expiration date through no fault of Hackett.
- (vi) *Terminations for Convenience.* Upon termination by Client pursuant to Clause 6A of the General Terms, Hackett will recover payment for Services rendered and not previously paid for and for all Services and expenses incurred by Hackett related to any milestone, progress point or objective Hackett is working to complete at the time an Agreement and/or the applicable Statement(s) of Work is terminated through the effective date of termination.

APPENDIX B

TO GENERAL TERMS AND CONDITIONS

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ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ADVISORY PROGRAMS

- (i) *Advisory Program Access Rights.* All materials published on The Hackett Group, Inc. website or accessed through the client portal (the "Site") , including, but not limited to, statistics, metrics, information relating to best practices, research, question sets, taxonomy, templates, text, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, the selection and arrangements thereof, and trademarks, service marks, trade names and any other intellectual property related to Hackett, or one of its affiliated companies (collectively the "Content") are the property of Hackett and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. Use of the trademarks displayed on the Site is strictly prohibited. Client may download material displayed on the Site to any single computer for Client's internal use only during the applicable advisory subscription period, provided that Client does not remove any trademarks, copyright or any other notice contained in such Content. No Content from the Site may be copied, publicly displayed, reproduced, uploaded, downloaded, transmitted or otherwise used other than as set forth in this Appendix. Client shall not archive or retain any Content in any form without written permission from Hackett. At the expiration or termination of any Advisory Program membership period Client must destroy all copies of the Content in its possession. Client may be asked to certify such destruction in writing. Client may not distribute (including via e-mail or the Internet), or otherwise make available, copies to third parties, whether or not for payment or other consideration, without the written permission from Hackett. Any unauthorised or prohibited use may subject the offender to civil liability and criminal prosecution under applicable law.
- (ii) *No Cancellation.* The Hackett Advisory Programs may not be cancelled. If Client decides to terminate an Advisory Program for mere convenience, it understands and agrees that Hackett is under no obligation to refund or reimburse any fees paid and Client will remain liable for any unpaid program fees associated with the current or future subscription periods contracted for by Client.

APPENDIX C

TO GENERAL TERMS AND CONDITIONS

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ADDITIONAL TERMS & CONDITIONS APPLICABLE TO

THE HACKETT PERFORMANCE EXCHANGE INCLUDING THE CFO OPS

DASHBOARD

- (i) *Exchange Access Rights.* The following terms apply to the Exchange product, including the “HackettConnector”™ extraction tool and its component parts, including any modifications, enhancements, improvements, updates, additions, derivative works, documentation and related materials (the “Application”) that Hackett provides to Client in connection with Client's internal use of the Exchange and any user materials (“Materials”) that may accompany the Application:
- a) The Application, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of Hackett or its licensors;
 - b) The Application shall be accessed by no more than ten users;
 - c) Client may not (1) sell, assign, transfer, license, sublicense or publish the Application or Materials (including any permitted copies), (2) disclose, display, or otherwise make available the Application or Materials (including any permitted copies) to third parties, or (3) copy, or allow anyone else to copy, the Application or Materials, without Hackett's prior written approval;
 - d) Hackett grants Client a non-exclusive, revocable, non-transferable limited license for the use of the Application and any related Materials during the term of Client's subscription. This license is granted solely for use in object code form only. Client may use the Application only in accordance with the applicable user documentation provided;

- e) Client may not alter, repair, modify or adapt any Application or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it. Client may not access the Application or Materials in order to build, or in order to allow a third party to build, a competitive product or service; and
 - f) The limited license to the Application and Materials will terminate automatically upon the expiration or earlier termination of the related Agreement or the applicable Exchange subscription period.
- (ii) *Terminations for Convenience.* Client may terminate its participation in the Exchange subscription at any time during any Trial Period (as defined in the applicable Statement of Work) upon delivery of written notice. Client also has the right to terminate its participation in the Exchange subscription at any time during the Charter Member Pricing Period following the Trial Period (as defined in the applicable Statement of Work) upon thirty (30) days written notice. However, once the Charter Member Pricing Period begins, no refund will be due for the Charter Member Pricing Period and any unpaid fees related to the Charter Member Pricing Period will remain due and owing. The Exchange subscription may not be cancelled after the expiration of Year 1 of a multi-year subscription. After the expiration of Year 1 of a multi-year subscription, Hackett is under no obligation to refund or reimburse any fees paid for periods after Year 1 of a multi-year subscription and Client will remain liable for any unpaid program fees associated therewith. Hackett reserves the right to terminate Client's access to the Exchange at any time if it appears that the Client's usage is inconsistent with the terms of the Agreement.
- (iii)) *Limited Warranty/Disclaimers Regarding the Exchange Application and Materials.* With respect to the Exchange, (i) Client acknowledges that the Application and Materials have not been produced to meet Client's specific requirements and have not been tested in every possible combination and operating environment. (ii) Hackett makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Application or the Materials. (iii) In the event that the Exchange product cannot be used during the subscription period due to a defect in the Application, then unless such defect is caused by Client, an unauthorised modification of the Application, third-party software, or third party database, Hackett will refund a prorated portion of the subscription fee paid by Client. This is Client's sole and exclusive remedy hereunder.
- (iv) *Limitation of Liability.* In no event shall Hackett be liable for any damages whatsoever arising out of the use of the Exchange product or the use of or inability to use the Application, even if Hackett has been advised of the possibility of such damages.

APPENDIX D

TO GENERAL TERMS AND CONDITIONS

EUROPE AND ASIA/PAC

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ROLE STAFFING SERVICES

This Appendix D is applicable to any arrangement where Hackett 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:

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

“Loaned Staff” means Hackett 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, Hackett will introduce one or more of Hackett 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 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 jeopardise the fulfillment of Hackett'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 Hackett 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 Hackett

- a) Hackett 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 the Engagement have been paid.
- b) Hackett 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 Hackett upon the occurrence of any non-performance. The notice must contain an explanation in sufficient detail to allow Hackett 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 Hackett in writing that it has failed to correct the non-performance. Hackett shall then replace the Loaned Staff Member within two (2) weeks' from the date that Hackett 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 Hackett as soon as reasonably possible. Without prejudice to Clause 13 of the General Terms, Hackett 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 Hackett 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 Hackett in connection with vacancies pending replacement of Loaned Staff Members pursuant to justified requests as mentioned in the preceding paragraphs.

D. Intellectual Property Rights

- i) 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 Hackett 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 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 Hackett harmless from and indemnify Hackett for any Losses, including, without limitation, third party claims, exceeding this limit.
- ii) Hackett shall indemnify the Client and hold the Client harmless from and against all claims, damages, costs and expenses related to any failure on Hackett's part to pay any wages, remunerations, taxes or contributions due in connection with any Loaned Staff Member.
- iii) The Client agrees that Hackett 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, Hackett shall inform the Client as soon as is reasonably possible and the Client is entitled to replacement.

APPENDIX E

TERMS & CONDITIONS APPLICABLE TO SERVICES PROVIDED IN AUSTRALIA AND NEW ZEALAND

Notwithstanding any other provision set forth in these General Terms, with respect to Services provided in Australia and/or New Zealand, the following terms shall apply:

- 1) *Hackett* as used throughout these General Terms shall mean The Hackett Group Australia Pty Limited, A.C.N. 132 863 079 whose registered office is Suite 403, 35 Lime Street, Sydney NSW 2000.
- 2) *Dispute Resolution*. If a dispute arises out of or relates to an Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the dispute shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules. If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations. To invoke the dispute resolution process, the invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the controversy or dispute and a proposed resolution thereof. Designated representatives of both parties with the closest responsibility for implementing the Services under an Agreement shall attempt to resolve the controversy or dispute within ten (10) business days after receipt of such notice. If those designated representatives cannot resolve the controversy or dispute, the parties shall meet at Hackett's office and describe the controversy or dispute and their respective proposals for resolution to Hackett's Office of Risk Management or Client's Chief Operating Officer or another designated person with comparable authority who shall act in good faith to resolve the controversy or dispute. If the controversy or dispute is not resolved within twenty (20) business days after such meeting, the parties may initiate the mediation process set forth above. If that fails to produce a resolution, the parties may then initiate the arbitration process set forth above which shall be binding on the parties. The charges of such mediation and arbitration shall be shared equally by the parties. No provision is waived or modified by this alternative dispute resolution procedure. The parties mutually agree not to disclose the existence of any dispute or the terms of any settlement to any third party (except to the extent necessary to each party's respective legal counsel). Accordingly, the parties agree and acknowledge that a violation or threatened violation of this nondisclosure covenant will cause irreparable injury to the other party and that, in addition to any other remedies

Contracting Terms

that may be available, in law or in equity or otherwise, the non-breaching party shall be entitled to seek injunctive relief against the breach or threatened breach of this covenant by the breaching party.

- 3) *Applicable Law & Exclusive Venue.* Any Agreement shall be governed by and construed in accordance with the laws of New South Wales, without regard to the conflict of laws provisions thereof. Each of the parties hereby submits to the exclusive jurisdiction of the courts of New South Wales for purposes of all legal proceedings arising out of or relating to an 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.

- 4) *Data Protection.* Notwithstanding anything to the contrary contained in this Agreement, Hackett will adhere to any relevant law(s) applicable to the safeguarding of the data Hackett collects from its Clients as part of the Services rendered.