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Last updated October 30, 2026

GALEYO - TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. General

1.1 These terms and conditions for consulting services (the ”Consulting Terms”) are applicable for all consulting services (the “Consulting Services”) carried out by consultants and employees on behalf of Galeyo for the Customer.

1.2 These Consulting Terms shall constitute an integrated part of the Agreement between the Parties. Thus, any indemnifications and warranties in these Consulting Terms are subject to any limitation of liability in the GT&C’s.

1.3 In the event of any conflict between the documents relating to these Consulting Terms, Galeyo’s General terms and conditions shall prevail.

2. Consulting Services

2.1 Galeyo shall perform the Consulting Services using commercially reasonable skill and care in accordance with generally accepted industry standards. No specific result or outcome is guaranteed. The Customer acknowledges that any advice, recommendations, deliverables or results provided as part of the Consulting Services are provided for general guidance only. Galeyo does not warrant or guarantee any specific business, technical or financial outcome.

2.2 The Consulting Services are performed during office hours local time on regular business days in the country of the applicable Galeyo company. For any Consulting Services which are performed outside office hours Galeyo is entitled to compensation for overtime.

2.3 Galeyo may engage subcontractors for the performance of the agreed Consulting Services, provided that Galeyo is responsible for the results of such subcontractor’s work, as had Galeyo itself acted or omitted to act.

3. Liability for Faults

3.1 Galeyo shall only be liable for its failure to perform the Consulting Services in accordance with Clause 2.1. Galeyo shall have no liability for minor deviations or non-material defects. In order to be valid, claims for faults shall be made within two (2) months after the circumstance giving rise to the claim became or should have become known to the Customer and according to other regulations defined in the General terms and conditions. If the Customer has made a valid claim for faults relating to the Consulting Services, Galeyo shall without undue delay and by mutual agreement between the Parties, either correct the fault or give the Customer a reasonable price reduction.

3.2 The Customer shall be responsible for thoroughly testing and validating any results from Consulting Services prior to use. Galeyo shall not be held liable for any loss or damage resulting from the Customer's failure to perform such checks and/or tests.

3.3 Galeyo shall not be held liable for any system performance decrease due to changes in the Customer's hardware or software environment or server configurations not accepted by Galeyo or any other defects that are wholly or partly caused by the Customer, the Customers third party IT provider or its personnel.

3.4 The remedies set forth above shall be the Customer's sole and exclusive remedies under these Consulting Terms in case of a claim as referred to in Clause 3.1, without prejudice to Clause 8.3 of the GT&C.

4. Fees, Expenses, Travel Costs and Overtime

Unless otherwise is agreed between the Parties in writing, Consulting Services performed by Galeyo to the Customer under the Agreement shall be paid for on a time and materials basis (hourly rate) in accordance with Galeyo's at the time of execution of the Consulting Services applicable standard prices. In addition, any compensation for Galeyo's expenses, travel costs or overtime fees will apply.

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5. Approval of Delivery

5.1 The Customer shall, by written notice to Galeyo, verify that the result of the Consulting Services fulfils what the Parties have agreed in writing during an acceptance inspection period of five (5) working days, or any other period the Parties have agreed in writing, following delivery of the relevant result of the Consulting Services.

5.2 The result of the Consulting Services fulfils what the Parties have agreed in writing if the acceptance period terminates without any legitimate complaints being notified by the Customer to Galeyo in writing, or if the Customer, following the termination of the acceptance inspection period, uses the results of the Consulting Services without Galeyo's written consent.

6. Delay in Delivery

6.1 Where Galeyo is in delay of the delivery of the Consulting Services due to circumstances for which the Customer is responsible, or due to circumstances beyond Galeyo's reasonable control, Galeyo shall be entitled to a reasonable extension in time.

6.2 If the Consulting Services have not been delivered to the Customer on any agreed date of delivery, and the delay is solely due to Galeyo and in Galeyo's reasonable control, Galeyo shall pay liquidated damages if the Parties have explicitly agreed so in writing. When liquidated damages have been agreed, such liquidated damages shall be the sole remedy available to the Customer in case of delay.

7. The Customer's Obligations

7.1 The Customer shall: (a) give Galeyo access to all premises, equipment, systems, etc. required to enable Galeyo to perform the Consulting Services; (b) provide Galeyo with correct and required information reasonably required for the Galeyo's performance of the Consulting Services; (c) upon Galeyo's request, provide Galeyo with access to its hardware and software via a remote-controlled

data transmission; (d) upon Galeyo's request, provide Galeyo with a primary contact person. The primary contact person shall be authorized to represent the Customer towards Galeyo in all respects with regards to the Consulting Services. The primary contact person shall also endeavour to achieve efficient co-operation between the Customer and Galeyo's consultants; and (e) in any other way(s) assist Galeyo in fulfilling its obligations pursuant to the Agreement, including but not limited to, by placing staff, working space, software and hardware at Galeyo's disposal, as well as by co-operating with Galeyo.

8. Intellectual Property Rights

8.1 Each Party shall retain the complete ownership of all intellectual property rights which exist at the signing of the Agreement or which have been created outside the Agreement.

8.2 Galeyo shall be the exclusive owner of any and all results, including any thereby associated knowhow and intellectual property rights including software and source code, created by Galeyo in the course of performing the Consulting Services, including, but not limited to, any development or improvements specifically performed on behalf of the Customer (the "Results"). Subject to the Customer's timely payment of fees and other remunerations in accordance with the Agreement, Galeyo hereby grants to the Customer a non-exclusive, perpetual and non-transferable license to use the Results for the intended purpose, for its internal use only.

8.3 Galeyo undertakes, at its own cost, to defend the Customer where claims are made or actions are brought against the Customer for infringement as a consequence of the Results, provided that the Customer gives Galeyo immediate written notice of the existence of the claim or action, and reasonably co-operates with Galeyo, at Galeyo's cost and expense, in defending or settling the suit, action or proceeding in question. Galeyo shall compensate the Customer for any direct loss or damage arising as a result of the infringement.

8.4 The Customer shall take all reasonable steps to prevent the Results from being infringed and shall immediately inform Galeyo in the event the Customer detects, or suspects, any infringement of the Results.

8.5 The Customer is responsible for that the use of any instructions, documents, software, data, specifications or other material or information prepared or provided by the Customer to Galeyo ("Customer Material") does not constitute unlawful infringement of any third party's intellectual property rights or other rights. The Customer undertakes to fully indemnify Galeyo in case any claims are made, or actions are brought, against Galeyo for infringement as a consequence of Galeyo's use of Customer Material.

8.6 What is set forth in Clause 8.3 above applies only if and to the extent (i) the relevant claim or action is not related to any Customer Material, and (ii) the Customer has not acted in breach of the Agreement.

8.7 For the avoidance of doubt, Galeyo's undertaking to compensate the Customer of any costs under this Clause 8 is subject to the limitation of liability in the GT&C's. The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in Clause 8.

8.8. Galeyo shall retain the unrestricted right to use any general knowledge, skills, experience, know-how and technical concepts acquired or developed in the course of performing the Consulting Services. All tools, frameworks, templates, methodologies and pre-existing materials used by Galeyo shall remain the exclusive property of Galeyo.

9. Security

9.1 Galeyo undertakes to comply with the Customer's reasonable written security instructions as well as any instructions regarding the handling of personal data in relation to the delivery of the Consulting Services.

9.2. The Customer is solely responsible for maintaining complete and secure backups. Galeyo shall have no liability for any loss of data.

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10. Cancellation

10.1 If the Customer cancels the Consulting Services five (5) working days or less before the start of the Consulting Services the Customer will be charged with 60 % of the expected or payable price for the Consulting Services. If the Parties have not agreed to a fixed fee, the amount of the expected price is decided in Galeyo's sole discretion.

10.2 If the Customer cancels Consulting Services during an ongoing project but before the start of the performance of the relevant Consulting Services, Galeyo is, in addition to what is set out in Clause 10.1 above, entitled to remuneration for its incurred costs relating to the project and the loss of reasonable profits on the part of the Consulting Services which will not be performed due to the cancellation.

10.3 In case the project scope or a request for the Consulting services is being changed during the implementation period, a new financial estimation will be delivered to the Customer for its payment. Only minor changes will be accepted that are not affecting the initial financial estimation and defined timeline.