

Consultancy Agreement



1 Consultancy service

Communication

All inquiries about Consultancy Service are handled by AMC's customer service, or by assigned project manager. AMC's customer service can be reached at info@amcbanking.com or at +45 38 88 88 70.

Communication with an AMC consultant must be mandated by AMC's customer service, or by assigned project manager beforehand. Therefore, the Customer shall not directly contact any AMC consultant for issues such as technical problems or booking requests.

Pricing

When Consultancy Service is requested by The Customer, AMC customer service proposes the price and information on consultancy package for The Customer. Subsequently, The Customer must accept the proposal in writing, such as by contract or by e-mail, before any consultancy sessions can begin. This means AMC cannot invoice The Customer without their acceptance of the price.

If The Customer requests Consultancy Service outside AMC's office hours as defined by the SLA, the price is calculated with an addition of 100% on weekdays, and with an addition of 200% on weekends or on Danish public holidays. As always, AMC will also retrieve price acceptance prior to executing out-of-office consultancy.

If Consultancy Service is required or requested at an external location, the Customer is obliged to cover the actual additional travel expenses.

AMC retains the right to request additional invoicing if AMC can document additional consultancy time wasted on non-negotiated customer demands or local situations at The Customer's site. Such extra time may include, but is not limited to, waiting time, IT and network incidents, delays, lack of response from The Customer's project team, delays caused by third parties engaged by The Customer, time spent on activities directly or indirectly related to operations, cancellation of planned meetings, installation, or operational incidents involving the ERP.

Cancellation

Consultancy Service is not refundable after mutual acceptance, unless cancelled more than one week before expected consultancy activity. However, in case The Customer cancels an agreed consultancy activity that is expected to take place within one week, AMC will, if circumstances allow it, try to reschedule or make other reasonable efforts in trying to bring down the cost of consultancy time wasted.

Responsibility of preparation

The Customer agrees to make reasonable resources available for the consultant to execute the task, such as:

- Communicate internally to relevant employees and make sure they can attend the session.

- Check if any relevant user-logins are working.
- Provide AMC with relevant information that could be informative in solving the problem.
- Make a work-space available in case a consultant is requested at The Customer's location.

If the Customer fails in their responsibility to take reasonable actions, resulting in an unsuccessful or insufficient consultancy session, The Customer shall cover the agreed cost of the session plus any additional direct losses, such as transport costs or similar.

The same applies in reverse; AMC will take reasonable measures to enable the consultant to execute the task and will not charge the Customer for an unsuccessful or insufficient session if AMC fails to comply with the responsibility of taking reasonable actions.

Complaints

AMC will strive to rectify consultancy errors, deficiencies, or other complaints ("Consultancy Errors") within reasonable time if reported with proper description to info@amcbanking.com within three months after the consultancy session. Rectification of errors is done without costs for The Customer at AMC's location. Rectification may consist of a work-around solution or other actions that will limit the impact of the Consultancy Error.

If AMC can successfully rectify the reported error and is able to execute on performing on the original Consultancy Service initially requested by The Customer, AMC reserves all rights to invoice reasonable costs for consultancy service.

If AMC fails to rectify a Consultancy Error within 3 months after reported, The Customer cannot demand legal remedies by breach of contract but can instead demand a proportional cost reduction.

The Customer should always ensure that sufficient backup processes are in place, as AMC is not responsible for data loss in connection with Consultancy Service.

Customer project deliverables

If The Customer has scheduled several packages with Consultancy Service within a shorter timeframe, then it is considered an AMC Project. The following is a non-exhaustive list over the **minimum** deliverables expected from The Customer for a project to run smoothly:

- Single point of contact: The Customer must choose one or two people to handle all communication with AMC about the project.
- Customer project team: The Customer must carefully choose competent responsible employees to be part of the project team.
- Signing authority: The project team should include an employee with decision- and/or signing authority, or alternatively, prompt access to one.
- Planned project activities: The customer project team must attend project activities planned with the AMC Project Manager.

- Response time: Members of The Customer project team are expected to reply to messages and requests within a reasonable time, or a maximum of 14 days after receiving a message with a request or required response. In case of non-response, AMC will renotify The Customer and/or try other communication channels.
- Information channels: To enable successful implementation, The Customer must make information (or knowledgeable personnel) available for AMC with respect to The Customer's finances and network setup.
- Bank Cooperation: The Customer is responsible for ensuring the bank's responsiveness to requests, participation in meetings, provision of necessary documentation, and availability of personnel, all of which are crucial for AMC to successfully implement The Deliverables.
- Testing The Deliverables: The Customer must test The Deliverables, at a minimum for domestic and international transfers. The Customer is also obliged to detect and test the functionalities relevant for The Customer's specific financial workflows.