Dalberg

## Dalberg General Terms and Conditions

**1 Definitions and General**

"Affiliate" – shall mean, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise;

"Claim" or "Claims" - shall mean any and all claims, losses (including economic losses), demands, taxes, liabilities, judgments, awards, injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of any nature and wherever arising;

"Client" – shall mean the person, company, or legal entity entering into the Contract with Dalberg;

"Client Group" – shall mean (i) the Client and its Affiliates; (ii) the Client's other contractors (excluding Dalberg), suppliers, and subcontractors (of any tier) and their respective Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including temporary or agency personnel), and representatives of the entities in (i) and (ii) above, as well as any other person or entity acting on their behalf;

"Consequential Loss" - shall mean any loss or deferral of production, loss of productivity or business interruption, loss of product or use, loss of time, lost opportunities or contracts, loss of goodwill, loss of data, loss of revenue or profits (whether anticipated or actual), rectification costs, or any indirect or consequential losses, whether or not foreseeable at the commencement of the Work;

"Contract" – shall mean the written agreement between the Client and Dalberg, consisting of (i) the Contract Particulars, (ii) these General Terms and Conditions, and (iii) any documents expressly incorporated by reference, including any proposals or Scope of Work. In the event of any ambiguity or contradiction, the order of precedence shall be: (1) the Contract Particulars; (2) any Scope of Work or Proposal; and (3) these General Terms and Conditions;

"Contract Particulars" – shall mean the commercial and project-specific details agreed between the parties.

"Dalberg" – shall mean the contracting entity from Dalberg Advisors Limited or any of its branches or subsidiaries, or any other legal entity that is a member of the Dalberg network operating under a Swiss verein structure, as identified in the Contract;

"Dalberg Group" – shall mean (i) Dalberg and all its direct and indirect owners and Affiliates, including any legal entity forming part of the Dalberg network referenced in the definition of Dalberg; (ii) Dalberg's subcontractors (of any tier) and their Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including temporary or agency personnel) and representatives of the entities in (i) and (ii) above, and any other person or entity acting on their behalf;

"Dalberg Values" – shall mean the core ethical and operational principles adopted by Dalberg and publicly available on its website or communicated separately to the Client, as updated from time to time.

"Deliverable" – shall mean the reports, documents, presentations, analyses, studies, or other tangible outputs provided by Dalberg to the Client as expressly described in the Contract Particulars or as otherwise agreed in writing by the parties;

"Variation" – shall mean any amendment, addition, reduction, change, or modification to the scope, nature, timing, or description of the Work or Deliverable as initially agreed in the Contract or as subsequently agreed in writing by the parties;

"Work" – shall mean the services performed and activities undertaken by Dalberg for the Client as expressly described in the Contract Particulars, and any referenced proposal, Scope of Work, or Variations, or as otherwise agreed in writing by the parties.

These General Terms and Conditions shall apply to all Work performed under the Contract, except where expressly varied by any Special Conditions set out in the Contract Particulars or any other written terms signed by both parties. Any other terms or conditions, including those attached to purchase orders or other documents, are excluded unless expressly agreed in writing.

No changes, modifications, amendment and/or variation to these General Terms and Conditions and no additional terms put forward by the Client shall be considered binding or valid unless set out in writing and duly signed by the authorised representatives of both parties.

**2 The Work and execution of Work**

2.1 The Work shall be performed in accordance with the Contract. The Client acknowledges that the successful and timely performance of the Work by Dalberg relies on the Client and any third parties (including the Client's other contractors and suppliers) fulfilling their respective obligations, and providing accurate, complete, and timely information and cooperation. Dalberg shall issue the Deliverable (if any) upon completion of the Work, provided Dalberg reasonably determines that the conditions for delivery have been satisfied.

2.2 The parties agree that only the express terms, conditions, duties or warranties set out in this Contract shall apply, to the fullest extent permitted by applicable law and subject to any mandatory provisions of Swiss law, including Articles 19 and 20 of the Swiss Code of Obligations. The remedies outlined in Clause 6 shall constitute the Client's sole contractual remedies for any discrepancies, errors or omissions in the Work.

2.3 Dalberg will provide suitably qualified personnel to carry out the Work. Dalberg reserves the right, upon reasonable notice, to substitute personnel assigned to the Work, ensuring any replacement personnel are suitably qualified.

2.4 Dalberg reserves the right to recall, suspend, withhold, withdraw, or reissue any Deliverable with immediate effect if, in its reasonable opinion: (i) the Client fails to provide necessary information or documentation essential for the completion of the Work; (ii) the Client does not adhere to agreed-upon conditions or reasonable instructions issued by Dalberg; (iii) payments due to Dalberg remain outstanding beyond the agreed payment terms; (iv) significant inaccuracies or omissions are discovered in the information provided by the Client, affecting the integrity of the Deliverable; (v) the Client misuses Dalberg's name, trademarks, or misrepresents the content of the Deliverable; or (vi) the Client engages in activities that materially conflict with Dalberg Values, potentially impacting Dalberg's reputation and/or intended use of the Deliverable.

2.5 Dalberg may retain or withhold services or Deliverables due to outstanding payments from the Client arising under this Contract or any other contract with the same Dalberg legal entity, provided Dalberg has notified the Client of the outstanding sums and allowed a reasonable opportunity for payment. Dalberg will not exercise this right for amounts owed under contracts held by other Dalberg legal entities.

**3 General Obligations**

3.1 The Client acknowledges that Dalberg's ability to perform the Work effectively and on time depends on being provided with timely, complete, and accurate access to all relevant documents, information, and individuals. Accordingly, the Client shall make all necessary arrangements, without undue delay or conditions, to ensure such access. Unless expressly included in the scope of the Work, Dalberg shall not be responsible for verifying the accuracy or completeness of the information provided and may rely on the same when performing the Work. The Client acknowledges that any Deliverables reflect the information available and circumstances known to Dalberg at the time of issuance.

3.2 If the Client fails to provide required information, resources, or cooperation at the agreed times, Dalberg may suspend performance of the Work until such information or access is provided. Dalberg shall not be liable for any resulting delays or consequences, and the Client shall be responsible for all related fees, wasted costs, or expenses incurred by Dalberg.

3.3 Any failure by the Client to fulfil its obligations under this Clause 3 shall constitute a breach of the Contract.

**4 Health, Safety and Environment (HSE)**

4.1 Both Dalberg and the Client shall employ reasonable standards to promote safety, health, and environmental protection, and to ensure that working environments are appropriate and safe for personnel involved in the Work.

4.2 The Client shall inform Dalberg without undue delay of: (i) any actual or potential HSE risks of which it is aware and which are relevant to the Work; and (ii) any HSE-related measures or protocols it has implemented or expects Dalberg personnel to follow.
4.3 Where performance of the Work involves visits to or activities at Client-controlled sites or field locations, the Client shall ensure that such environments are legally compliant, adequately resourced, and reasonably safe. Dalberg personnel (including any subcontractors, temporary or agency personnel) shall have the right to decline to undertake activities or attend any site or location if they reasonably believe that doing so presents a safety, health, ethical, or security risk. Such refusal shall not constitute a breach of the Contract. In such circumstances, both parties' obligations under the Contract may be suspended until a mutually agreed resolution is reached.

**5 Variations to the Work**
5.1 The Client may request a Variation in writing. Dalberg shall not be obliged to carry out any Variation unless and until the parties have agreed in writing on the scope, remuneration, and any schedule impact of such Variation. Once agreed, the Variation shall form an integral part of the Contract.
5.2 For the purposes of this Contract, a Variation includes any amendment, addition, removal, or other change to the scope, nature, Deliverables, or timing of the Work originally agreed in the Contract. This also includes situations where the Client asserts that additional tasks were included in the original scope but were not expressly captured in the Contract.
5.3 Dalberg may also initiate a Variation in writing where it identifies a material change in circumstances, deliverables, assumptions, or dependencies affecting the Work. Any such Variation shall be discussed in good faith and, if agreed, shall be documented and incorporated into the Contract.
5.4 The Client shall be liable for any additional fees, costs, or expenses incurred by Dalberg as a result of the Variation, including but not limited to the cost of personnel, subcontractors, or third-party services engaged by Dalberg, as well as research, drafting, or other preparatory work undertaken before formal approval, if the Variation was reasonably requested or necessitated by the Client's actions or omissions.

**6 Re-performance**
6.1 If the Client identifies a documented error or defect in the Work that is not attributable to the Client or the Client Group, and notifies Dalberg within twelve (12) months of delivery or completion (whichever is earlier), Dalberg shall rectify such error or defect at its own cost within a reasonable period of time.
6.2 This obligation to re-perform shall be the Client's sole and exclusive contractual remedy in relation to any such errors or defects in the Work, without prejudice to any rights under Clause 13.

**7 Taxes and Remuneration**
7.1 Each party shall be responsible for any taxes, duties, or similar charges levied on its own income, personnel, or activities by any competent public authority. All fees, prices, and rates stated by Dalberg are exclusive of any applicable sales tax, value added tax (VAT), withholding tax (WHT), goods and services tax (GST), or other indirect taxes, which shall be added where applicable and payable by the Client.
7.2 The Client shall make payment to Dalberg, or to another Dalberg Group entity specified on the invoice, within thirty (30) days of the invoice date. Dalberg's fees shall be charged in accordance with the fee structure specified in the Contract. Unless otherwise agreed in the Contract, Dalberg may invoice an initial amount of up to twenty-five percent (25%) of the total agreed remuneration on signature of the Contract, with further invoices issued monthly in arrears based on actual time and materials incurred, or against specific deliverables where expressly agreed.
7.3 Unless otherwise agreed in writing, Dalberg shall be entitled to invoice the Client for expenses incurred in connection with the Work on one of the following bases: (i) as incurred, estimated at fifteen percent (15%) of professional fees, and charged on provision of supporting documentation if requested; or (ii) against an agreed capped amount, expressed as a percentage or fixed sum in the Contract. Where no approach is specified, expenses shall be invoiced as incurred, subject to a reasonableness standard and Dalberg's internal expense policies. For the avoidance of doubt, reimbursable expenses may include costs reasonably incurred for travel (including transport, meals, and accommodation), research, subscriptions, communication, editorial and design services, IT, legal, and other similar project-related costs.
7.4 Where additional costs arise due to the Client's delay, poor organisation, or other issues outside Dalberg's control, including the need to repeat work or reallocate resources, Dalberg may charge such costs at the applicable rate card or agreed cost basis.
7.5 In the event of late payment, Dalberg may charge interest at the rate of 8% per annum pro rata, or the maximum rate permitted by applicable law, whichever is higher. This is without prejudice to any other rights under the Contract, including the right to suspend Work.
7.6 All payments shall be made in full, in cleared funds, without set-off, counterclaim, deduction, or withholding of any kind, except as required by law. If any deduction or withholding is required by applicable law, the Client shall: (i) withhold only the minimum amount required; (ii) provide evidence of the payment to the relevant authority; and (iii) use reasonable efforts to secure a reduction or exemption under applicable tax treaties or laws. The Client shall indemnify Dalberg for any amounts improperly withheld or not remitted.
7.7 Where a Dalberg Affiliate performs the Work, Clause 7 shall apply as if references to Dalberg include the relevant Affiliate. Payment shall be made in accordance with Clause 7.2. Dalberg remains responsible for overall performance under the Contract.
7.8 The Client shall not delay or withhold payment of any invoice due to any dispute, set-off, or counter-claim unless the claim is undisputed or has been finally adjudicated by a court of competent jurisdiction. Timely payment is a material obligation under this Contract.

**8 Confidentiality**
8.1 Each party agrees to keep confidential any non-public information received from the other in connection with the Contract that is reasonably understood to be confidential. Such information may only be used for the purposes of performing the Contract and may only be shared with personnel, Affiliates, subcontractors, or professional advisers who need to know it and are under obligations of confidentiality no less protective than those set out here.
8.2 The obligations in Clause 8.1 do not apply to information that: (i) is or becomes publicly available other than through a breach of this Contract; (ii) was lawfully known to the recipient before disclosure; (iii) is disclosed to the recipient by a third party without confidentiality restrictions; or (iv) is required to be disclosed by law, court order, or a competent authority.
8.3 Dalberg may use anonymised and aggregated data, materials, or insights from the Work for internal training, analytical, or statistical purposes.
8.4 This Clause 8 shall survive the completion or termination of the Contract for as long as the relevant information remains confidential.

**9 Assignment and Subcontracting**
9.1 This Contract, including any Deliverables, is specific to the Client and may not be assigned or transferred, in whole or in part, without Dalberg's prior written consent. The Client may not grant any third party rights to use or rely on any Deliverable without Dalberg's prior written consent.
9.2 Dalberg may subcontract all or part of the Work to any Affiliate or trusted third party, provided that Dalberg remains responsible for performance under the Contract. The Dalberg Group shall be entitled to the benefit of all rights, limitations, and indemnities set out in the Contract.

**10 Intellectual Property Rights**
10.1 Each party shall retain ownership of any intellectual property rights it owned or developed independently of this Contract. Nothing in this Contract shall transfer or assign either party's background intellectual property unless expressly agreed in writing.
10.2 Dalberg shall own all intellectual property rights in any methodologies, tools, models, templates, frameworks, data sets, or know-how used, developed, or improved during the course of the Work, whether or not contained in a Deliverable, including any improvements made during the course of the Contract.
10.3 The Client shall own the Deliverables, subject to the restrictions below. Dalberg grants the Client a non-exclusive, non-transferable, global, royalty-free licence to use the Deliverables for internal business purposes. External use or publication is not permitted without Dalberg's prior written consent, unless expressly stated in the proposal or Statement of Work. In no case may the Deliverables be edited or excerpted in a way that misrepresents Dalberg's views or contributions.

10.4 The Client warrants that it holds all necessary rights in any materials or information it provides to Dalberg for use in the Work, and shall indemnify Dalberg against any third-party claims arising from any actual or alleged infringement related to such materials.
10.5 Dalberg warrants that, to the best of its knowledge, the Deliverables do not infringe any third-party intellectual property rights. Dalberg shall indemnify the Client against any substantiated third-party claim that a Deliverable infringes such rights, provided the Client promptly notifies Dalberg of the claim and allows Dalberg sole control of the defence and settlement.
10.6 Nothing in this Clause shall prevent Dalberg from using anonymised or aggregated data generated in the course of the Work for internal research, analytical, or training purposes, provided it does not disclose the Client's identity or confidential information.

**11 Force Majeure**
11.1 Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay results from events, circumstances, or causes beyond its reasonable control, constituting force majeure under Swiss law. Such events may include, but are not limited to, natural disasters, extreme weather, war, terrorism, armed conflict (whether declared or not), civil unrest, government acts or orders, sanctions, embargoes, epidemics or pandemics, labour disputes, breakdowns in infrastructure or utilities, and disruptions to transportation or communication networks.
11.2 The affected party shall notify the other party without undue delay, providing reasonable details of the event and its expected duration. If the force majeure event continues for more than sixty (60) days, either party may terminate the Contract with immediate effect by written notice.

**12 Indemnifications**
12.1 Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its respective Affiliates, officers, employees, and agents (the "Indemnified Party") from and against any and all Claims arising out of or in connection with: (i) the Indemnifying Party's use or misuse of the Deliverables; (ii) any breach by the Indemnifying Party of its obligations under this Contract; (iii) any materials or information provided by the Indemnifying Party that infringe third-party intellectual property or other rights; or (iv) any unauthorised disclosure or sharing of the Deliverables or Confidential Information with third parties. This Clause shall be interpreted in accordance with Articles 100–101 of the Swiss Code of Obligations.
12.2 Each party's sole indemnity from the other in respect of third-party intellectual property infringement is set out in Clause 10.5.
12.3 Each party shall promptly notify the other upon becoming aware of any actual or threatened Claim that may give rise to an indemnity obligation under this Clause 12.
12.4 Each party agrees that any Claim with respect to the Work shall be brought solely against the party responsible for the relevant breach, and each party shall indemnify and hold harmless the other party and its respective Group from any Claim brought against them by any other party as a consequence of that party's breach of this Clause 12.4.

**13 Limitation of Liability**
13.1 Except for (i) the obligation to re-perform the Work under Clause 6, and (ii) Dalberg's indemnification obligations under Clause 12.1, Dalberg shall not be liable for any Claim arising out of or in connection with the performance or non-performance of the Work. Dalberg's total aggregate liability under this Contract shall be limited to the net fees (excluding expenses and disbursements) paid to Dalberg for the Work. Where the Client is paying periodically, the total liability shall be capped at the annual net fee, and in either case shall not exceed USD 1,000,000. Nothing in this Clause excludes liability for unlawful intent (dol) or gross negligence, as required by Article 100(1) CO.
13.2 These limitations and exclusions of liability extend to the Dalberg Group. The Client agrees that each member of the Dalberg Group shall have the benefit of the exclusions and limitations of liability set out in this Contract, consistent with third-party beneficiary rights under Swiss law.
13.3 Neither party shall be liable to the other for any Consequential Loss.
13.4 Nothing in this Contract shall limit or exclude liability where such limitation or exclusion is prohibited by applicable mandatory law.
13.5 Any Claim brought by the Client against Dalberg Group shall be deemed irrevocably waived and time-barred unless formally notified within twelve (12) months of completion of the relevant Work.

**14 Insurance**
14.1 Both parties shall maintain adequate insurance coverage covering their respective business activities and their relevant personnel under the Contract, for such amounts and on such terms as are standard in their respective industries and with underwriters who are in good standing. Such insurances shall contain a waiver of subrogation, to the extent permitted by law.
**15 Fair Business Practice, Anti-bribery and Compliance**
15.1 Each party shall conduct its business in a fair, ethical, and lawful manner, and in accordance with all applicable laws, statutes, and regulations, including those relating to anti-bribery, anti-corruption, human rights, and labour practices. This includes compliance with, but is not limited to, the Swiss Criminal Code Articles 322ter to 322decies, which prohibit bribery of Swiss and foreign public officials, as well as the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, and other applicable anti-corruption laws.
15.2 Each party represents and warrants that: (a) it has complied and will continue to comply with all Applicable Requirements; (b) it has not and will not offer, authorise, give or accept any Improper Payment (meaning any bribe, payoff, kickback, gift, commission, gratuity or anything of value) to or from any person, including a Public Official (meaning any person holding a legislative, administrative or judicial position, or an employee of a state-owned or controlled entity); (c) it and its directors, officers and personnel have not been convicted of, or under investigation for, any offence involving fraud, bribery, corruption, or dishonesty; and (d) it and its Ultimate Beneficial Owners (any natural person(s) directly or indirectly owning or controlling 25% or more of the shares or having a controlling interest) are not subject to sanctions, trade controls, or other restrictions imposed by the UN, Switzerland, France, UK, EU, US, Japan, or any other relevant authority.
15.3 Each party shall promptly notify the other in writing upon becoming aware of any: (a) breach or suspected breach of this Clause; (b) request or demand for any Improper Payment or other undue advantage related to the Contract; or (c) designation of itself, its affiliates, or its beneficial owners under any applicable sanctions or trade controls regime.
15.4 The Client shall indemnify and hold harmless Dalberg and the Dalberg Group from and against all Claims, losses, fines, penalties, costs or expenses (including reasonable legal fees) arising from the Client's breach of this Clause 15.
15.5 Either party may terminate this Contract with immediate effect, without liability or penalty, if: (a) the other party breaches this Clause 15; (b) performance would cause a breach of Applicable Requirements; or (c) the other party becomes subject to sanctions or penalties imposed by a competent authority, or is reasonably suspected to be involved in unlawful conduct under this Clause.

**16 Term and Termination**
16.1 This Contract shall remain in full force and effect until all Deliverables (as specified in the Contract Particulars) are delivered, or the Work is otherwise completed and paid for in full, unless terminated earlier by mutual agreement or in accordance with Clause 15.5 or Clause 16.2. If an end date is specified in the Contract Particulars, the Contract shall terminate on that date unless extended in writing or earlier terminated in accordance with this Clause 16.
16.2 Either party may terminate this Contract by written notice to the other party: (a) if the other party commits a material breach of this Contract and fails to take meaningful steps to remedy such breach within ten (10) working days after receiving written notice; (b) if the other party becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, administration, receivership, liquidation or winding-up; or (c) for convenience, by giving not less than thirty (30) days' prior written notice.
16.3 If the Client terminates the Contract for convenience under Clause 16.2(c), Dalberg shall be entitled to: (a) the agreed remuneration for Work performed up to the date of termination; (b) all costs incurred by Dalberg up to and including the termination date; and (c) an additional amount equal to twenty-five percent (25%) of the total agreed remuneration for the Work not yet performed (or if based on a rate card, 25% of the estimated fees for the remaining scope, as reasonably determined by Dalberg).
16.4 Dalberg may suspend performance of the Work on written notice if it reasonably believes that: (a) the Client's financial position poses a material risk to timely payment; (b) invoices remain unpaid for more than fifteen

(15) days after their due date, provided Dalberg has given the Client written notice and an opportunity to cure within five (5) working days; or (c) the Client's circumstances have otherwise materially adversely changed. Dalberg shall not be liable for any delays or consequences resulting from such suspension and may resume Work once the relevant issues have been addressed to its reasonable satisfaction.
16.5 In the event of termination, Dalberg shall be entitled to retain any amounts paid in advance up to the value of fees, costs and compensation due under this Clause.
16.6 On termination of the Contract, the rights and obligations of the parties under Clauses 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, 17 and 18 shall survive and remain in full force and effect.

**17 Law and Jurisdiction**
17.1 This Contract shall be governed by and construed exclusively in accordance with the laws of Switzerland, without regard to principles of conflicts of law.
Each party acknowledges that this Contract has been validly formed under Swiss law, in accordance with Articles 1–40 of the Swiss Code of Obligations.
17.2 The parties shall use reasonable efforts to resolve any claim or dispute arising out of or in connection with this Contract through good faith negotiations. If a resolution is not reached within a reasonable time, the dispute shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland. In accordance with Article 17 of the Swiss Code of Civil Procedure, jurisdiction is agreed in favour of Geneva.

**18 Severability**
If any provision of this Contract is held to be invalid or unenforceable, the remainder shall remain in full force and effect. The invalid or unenforceable provision shall be replaced or interpreted so as to best reflect the original intent, while remaining valid and enforceable.

**19 Modification and Waiver**
No modification of this Contract or waiver of any right under it shall be effective unless in writing and signed by both parties. A delay or failure by either party to enforce any provision or exercise any right shall not be deemed a waiver of that or any other right.

**20 Notices**
All notices under this Contract shall be in writing and deemed given when delivered by email or by registered post or courier to the receiving party's address as set out in the Contract or most recently notified in writing.

**21 Third-Party Tools, Open Source and AI use**
21.1 Dalberg may, in the course of performing the Work, use publicly available sources, open-source software, third-party tools, platforms, or data sets. This may include, for example, analytics platforms, visualisation software, statistical models, economic indicators, or modelling frameworks. The Client acknowledges that such tools and data may be subject to their own licence terms or usage restrictions.
21.2 Dalberg does not warrant or guarantee the performance, accuracy, availability, or continued support of any such third-party tools, platforms or datasets. To the extent permitted by law, Dalberg shall have no liability for any interruptions, inaccuracies, or losses arising from or related to the use of such components.
21.3 Dalberg may also use generative artificial intelligence or similar technologies to support internal research, analysis, drafting or efficiency in connection with the Work. Such technologies will be used responsibly, within closed systems designed to protect confidentiality and prevent data leakage, and solely to enhance the quality or efficiency of the Work. Dalberg will not use these tools in a way that replaces human judgment or core consulting expertise.
21.4 Dalberg shall apply reasonable care to ensure that any such tools are used securely and appropriately and shall not process Client Confidential Information or personally identifiable data using such tools without the Client's express agreement.

**22 Data Protection and Privacy**
22.1 Each party shall comply with all applicable data protection and privacy laws in connection with the Work, including the Swiss Federal Act on Data Protection (FADP 2023), and where applicable, the EU General Data Protection Regulation (GDPR), particularly when processing data of EU-based individuals.
22.2 Where one party processes Personal Data on behalf of the other, the parties shall agree in writing their respective roles (including whether acting as Data Controller or Data Processor) and shall ensure that any legally required data processing terms are executed before such processing begins. The parties shall comply with Articles 5–9 and 27–29 of the FADP and the associated Ordinance (OFADP), including entering into a data processing agreement if required under Article 9(1) FADP.
22.3 Unless otherwise agreed in writing, Dalberg does not anticipate processing Personal Data on the Client's behalf as a Data Processor in connection with the Work.
22.4 Each party shall implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, and against accidental loss, destruction, or damage. Such measures shall be proportionate to the nature of the Personal Data and the risks involved in its processing.
22.5 If either party becomes aware of a personal data breach affecting Personal Data shared under this Contract, it shall notify the other party without undue delay. The notification shall include sufficient information to support the other party in meeting any legal or regulatory obligations, and both parties shall cooperate in good faith to investigate, mitigate, and remedy the breach.
22.6 Where required by law, the parties shall reasonably assist each other in responding to any request from an individual exercising their rights in relation to Personal Data, including rights of access, correction, deletion, objection, and data portability as recognised under FADP 2023 and GDPR, where applicable. Each party remains responsible for responding to such requests for the Personal Data it controls.
For the purposes of this clause:
"Personal Data" means any information relating to an identified or identifiable natural person, including names, contact details, identification numbers, location data, or other data that can be linked to a specific individual.
"Data Controller" means the party which determines the purposes and means of the processing of Personal Data.
"Data Processor" means the party which processes Personal Data on behalf of the Data Controller.