DAC CONSULTING SERVICES

GLOBAL TERMS AND CONDITIONS

(Applicable to the DAC Group of Companies Worldwide)

Statement of Professional Independence

DAC provides independent technical and engineering consulting services, including expert witness services in arbitration, litigation, and other dispute resolution proceedings.

Where DAC is instructed to act as an expert witness, DAC's professionals act independently and impartially, and their primary duty is to assist the relevant court, tribunal, or arbitration panel.

Nothing in any Engagement between DAC and the Client shall be interpreted as requiring DAC to advocate for the Client's position. DAC's opinions and conclusions will always reflect the independent professional judgment of its experts.

1. Definitions

For the purposes of these General Terms and Conditions:

"DAC" or "DAC Group" means any company within the DAC group of companies worldwide, including but not limited to:

- DAC Consulting Services Limited (United Kingdom)
- DAC Management Consultants L.L.C SOC (United Arab Emirates)
- DAC Consulting Services Inc. (United States)
- DAC Forensic Experts S. de R.L. de C.V. (Mexico)

and any affiliates, subsidiaries, or associated entities operating under the DAC brand.

"Client" means the party instructing DAC to provide consulting, expert witness, or advisory services.

"Engagement" means any assignment, project, instruction, or work performed by DAC for the Client.

"Engagement Letter" means any written agreement, proposal, scope document, or commercial terms issued by DAC relating to a specific project or assignment.

"Services" means consulting, expert witness, technical advisory, forensic engineering, dispute support, project advisory, or related services provided by DAC.

2. Application of These Terms

These General Terms and Conditions apply to all Services provided by DAC unless expressly agreed otherwise in writing.

Where a specific Engagement Letter or Project Agreement is issued for a particular assignment, the terms of that Engagement Letter shall take precedence over these General Terms and Conditions in the event of any inconsistency.

Acceptance of DAC's services or instruction to commence work shall constitute acceptance of these Terms.

3. DAC Group Entities

DAC operates through a group of affiliated entities in multiple jurisdictions (the **"DAC Group"**).

Unless otherwise expressly agreed in writing, the Client acknowledges and agrees that DAC may perform the Services through any DAC Group entity, affiliate, partner, consultant, or subcontractor where appropriate for the performance of the Engagement.

The Engagement Letter may be issued by a specific DAC entity acting as the contracting entity, but personnel, resources, and expertise from other DAC Group entities may contribute to the Services.

All such entities and personnel shall be entitled to the benefit of the rights, protections, and limitations contained in these General Terms and Conditions.

4. Scope of Services

DAC shall provide professional consulting services as agreed in the relevant Engagement Letter or written instruction.

Services may include, but are not limited to:

- Expert witness services

- Technical advisory services
- Engineering and forensic consulting
- Delay, quantum or technical analysis
- Preparation of expert reports
- Assistance with arbitration, litigation, or ADR proceedings
- Attendance at hearings, mediations, or expert meetings

DAC shall perform its Services with reasonable skill, care, and diligence consistent with professional standards.

5. Independent Expert Role

Where DAC is instructed as an independent expert witness, DAC's primary duty is to the relevant court, tribunal, or arbitration panel.

DAC's opinions must remain independent, impartial, and objective regardless of the Client's position.

Draft reports or preliminary analyses should not be relied upon unless formally issued as final deliverables.

6. Fees and Charges

DAC generally charges for its Services on a time basis calculated using the applicable hourly rates of the personnel involved.

DAC may also agree fixed fees or project budgets where appropriate.

Reasonable out-of-pocket expenses may be charged in addition to professional fees.

All fees are exclusive of applicable taxes, including VAT where relevant.

7. Invoicing and Payment

Invoices are normally issued monthly unless otherwise agreed.

Payment terms are **30 days from the invoice date** unless stated otherwise in the Engagement Letter.

DAC reserves the right to suspend Services or withhold deliverables where invoices remain unpaid.

8. Pre-Booked Hearing Time and Cancellation

Where DAC personnel are required to attend hearings, mediations, or expert meetings, such time will normally be reserved in advance.

If a scheduled hearing or meeting is cancelled or postponed within **thirty (30) days** of the scheduled date, DAC reserves the right to charge the reserved time.

9. Client Responsibilities

The Client agrees to provide all information necessary for DAC to perform the Services and to ensure such information is accurate and complete.

DAC shall not be responsible for delays caused by incomplete or late information provided by the Client.

10. Confidentiality

DAC shall treat Client information as confidential and shall not disclose such information to third parties except where:

- required by law
- required by regulatory authorities
- required in dispute proceedings
- necessary for performance of the Services.

11. Conflicts of Interest

DAC operates internationally and may provide services to multiple clients across different industries.

DAC will not act for another party in the same dispute without the Client's consent.

12. Limitation of Liability

DAC's total aggregate liability arising out of an Engagement shall not exceed the amount specified in the Engagement Letter or the limits of DAC's professional indemnity insurance.

DAC shall not be liable for indirect or consequential losses.

13. Intellectual Property

All methodologies, models, templates, and intellectual property developed by DAC remain the property of DAC.

The Client receives a non-exclusive licence to use deliverables solely for the purpose for which they were prepared.

14. Termination

Either party may terminate an Engagement by giving **seven (7) days written notice**, unless otherwise agreed.

DAC shall be entitled to payment for all Services performed up to the termination date.

15. Governing Law and Jurisdiction

Unless otherwise expressly agreed in the Engagement Letter, these Terms shall be governed by the **laws of England and Wales**.

16. Entire Agreement

These Terms together with any Engagement Letter constitute the entire agreement between DAC and the Client.

17. Force Majeure

DAC shall not be liable for delays caused by events beyond its reasonable control including natural disasters, war, civil unrest, strikes, pandemics, or government restrictions.

18. Use of Technology and Artificial Intelligence

DAC may use analytical software and technological tools, including artificial intelligence, to assist in analysing information relevant to an Engagement.

Professional conclusions remain the responsibility of DAC's experts.

19. Document Retention and Records

DAC shall retain project documentation in accordance with internal policies.

DAC shall have **no obligation to retain such records for longer than five (5) years** after completion of the Engagement.

20. Reliance by Third Parties

DAC's work is prepared solely for the Client and for the purpose specified in the Engagement.

No third party may rely upon DAC's work without DAC's prior written consent.

21. Sanctions and Compliance

The Client represents that neither the Client nor its affiliates are subject to applicable economic sanctions.

DAC reserves the right to terminate an Engagement if continuing the work would violate applicable laws.

22. Privilege and Disclosure

DAC's work in dispute matters may be subject to disclosure under court or arbitration rules.

DAC makes no representation regarding the existence or preservation of legal privilege.

23. Draft Reports and Working Materials

Draft reports and working materials are provided for discussion purposes only.

Only **final signed reports issued by DAC** represent DAC's formal opinion.

24. Non-Disclosure Agreements

Where a **project-specific NDA** has been executed between DAC and the Client, the terms of that NDA shall prevail over these Terms to the extent of any inconsistency.