

CONSULTANCY SERVICES AGREEMENT

Agreement no. PC-2026-001 · Dated 4 October 2026 · Darmstadt, Germany

This Agreement is made on 4 October 2026 between:

- (1) **Photon Climate**, a consultancy practice of Dr Nkongho Ayuketang Arreyndip, trading from Darmstadt, Hesse, Germany,
German tax number [REDACTED], VAT ID [REDACTED],
hereafter “**the Consultant**”; and
- (2) [REDACTED]
of [REDACTED]
[REDACTED]
registered number [REDACTED], VAT ID [REDACTED],
hereafter “**the Client**”.

Together “**the Parties**”. The Parties agree as follows.

1. DEFINITIONS

- 1.1 **Services** means the work described in Annex A.
- 1.2 **Deliverables** means the reports, figures, datasets, code and other materials the Consultant is to hand over under Annex A.
- 1.3 **Client Data** means any data, records or materials the Client supplies to the Consultant.
- 1.4 **Background IP** means methods, models, code libraries, statistical tools, templates and know-how that the Consultant owned or developed before this Agreement, or develops outside it.
- 1.5 **Fee** means the amount set out in Annex B.
- 1.6 **Annexes** A, B and C form part of this Agreement. Where an Annex conflicts with these clauses, these clauses prevail, unless the Annex says expressly that it varies a numbered clause.

2. SCOPE OF THE SERVICES

- 2.1 The Consultant will carry out the Services described in Annex A with the care and skill reasonably expected of a professional climate scientist.
- 2.2 Annex A states what is in scope and what is not. Anything not listed in Annex A is out of scope.
- 2.3 Either Party may propose a change to the scope. A change takes effect only when both Parties have agreed it in writing, together with any change to the Fee and the dates. Written agreement includes an exchange of emails in which both Parties state their agreement.
- 2.4 The Consultant decides the scientific methods used, including the choice of datasets, statistical models and software. Where a method is chosen because the Client has asked for it, the Consultant will record that in the Deliverables.

3. TERM AND DATES

- 3.1 The Services begin on [REDACTED] and are to be completed by [REDACTED], subject to clause 5.
- 3.2 Dates in Annex A assume the Client meets its obligations under clause 5. Where the Client is late in supplying anything it has undertaken to supply, the Consultant's dates move by the same number of working days.
- 3.3 This Agreement ends when the Services are complete and the Fee has been paid, unless ended earlier under clause 18.

4. FEES, INVOICING AND PAYMENT

- 4.1 The Client will pay the Fee set out in Annex B. Unless Annex B says otherwise, the Fee is fixed and covers all of the Consultant's time and ordinary working costs.
- 4.2 The Consultant will invoice as set out in Annex B. Each invoice is payable within **14 days** of its date, by bank transfer in euro, free of bank charges to the Consultant.
- 4.3 Value added tax is handled as follows, as applicable at the date of each invoice:
 - (a) for a Client in Germany, German VAT at the applicable rate is added;
 - (b) for a business Client in another EU member state that has supplied a valid VAT identification number, no VAT is charged and the reverse charge procedure applies under Article 196 of Directive 2006/112/EC;
 - (c) for a Client outside the European Union, no German VAT is charged. Any tax, duty or withholding imposed in the Client's country is the Client's responsibility and may not be deducted from the Fee;
 - (d) where the Consultant is at the relevant time exempt from charging VAT under section 19 of the German Value Added Tax Act, no VAT is charged and each invoice will say so.
- 4.4 Travel, accommodation and third-party data or licence charges are payable in addition only where Annex A or Annex B says so, and only against receipts.
- 4.5 **The Consultant's bank details are set out in Annex B** and are repeated on every invoice. They are not published on the Consultant's website or anywhere else public. **The Consultant will never notify a change of bank details by email alone.** If the Client receives any message claiming that the Consultant's bank details have changed, the Client will telephone the Consultant on the number in the letterhead above and confirm before paying. A payment made to any account other than the one stated in Annex B, without that telephone confirmation, does not discharge the Client's obligation to pay the Fee.
- 4.6 On late payment the Consultant may charge interest at the statutory rate under sections 288 and 247 of the German Civil Code, and may suspend the Services after giving seven days' written notice.

5. WHAT THE CLIENT WILL DO

- 5.1 The Client will, without charge and within the time agreed, supply the Client Data, access and decisions the Consultant reasonably needs, and will name one person with authority to answer questions and approve Deliverables.
- 5.2 The Client warrants that it is entitled to supply the Client Data to the Consultant for use in the Services, and that doing so breaches no third-party right, licence or duty of confidence.
- 5.3 The Client is responsible for the accuracy and completeness of the Client Data. The Consultant will tell the Client if Client Data appears wrong or insufficient, but is not obliged to verify it independently.
- 5.4 Where the Services are to be performed at the Client's site, the Client will provide safe access, a working space, and any permits, visas or security clearances needed, and will meet the cost of these.

6. DELIVERABLES AND ACCEPTANCE

- 6.1 The Consultant will deliver the Deliverables listed in Annex A in the formats stated there. Unless Annex A says otherwise, Deliverables include the code and the processed data that produced each reported figure.
- 6.2 The Client has **10 working days** from delivery to review each Deliverable and give written notice of anything that does not meet Annex A. If the Client gives no such notice within that period, the Deliverable is accepted.
- 6.3 Where the Client gives valid notice, the Consultant will correct the Deliverable at no charge within a reasonable period, and clause 6.2 then applies again to the corrected Deliverable.
- 6.4 Acceptance does not limit any right the Client has in respect of a defect that could not reasonably have been found on review.

7. NATURE OF THE SERVICES AND LIMITS OF RELIANCE

- 7.1 The Services are scientific analysis provided to support the Client's own decisions. They are not a guarantee, a forecast of a particular outcome, a warranty of future conditions, or financial, insurance, legal or engineering advice.
- 7.2 Climate extremes are random. Every figure the Consultant reports is an estimate carrying statistical uncertainty, which the Consultant will state alongside it. A return level is a probability statement, not a prediction of when an event will occur. Results depend on the length and quality of the underlying records and on the scenario assumptions, and both will be stated in the Deliverables.
- 7.3 **The Deliverables must not be used as the sole basis for the design, certification or operation of anything where failure could cause death, personal injury or major environmental damage,** including dams, flood defences, bridges, buildings, power plants and evacuation plans. For any such use the Client will obtain independent verification from a licensed engineer qualified in the relevant jurisdiction. The Consultant accepts no liability for use of the Deliverables contrary to this clause.
- 7.4 The Deliverables are prepared for the Client, for the purpose stated in Annex A, using information available at the date of delivery. The Consultant has no duty to update them. No third party may rely on them without the Consultant's prior written consent.
- 7.5 Where the Deliverables are used in a regulatory or financial disclosure, the Client remains responsible for that disclosure and for its own assessment of whether the Deliverables are fit for it. The Consultant does not audit, assure or sign off any disclosure.

8. USE OF ARTIFICIAL INTELLIGENCE

- 8.1 The Consultant uses artificial intelligence tools, including large language models and agent systems, to search literature, to find and describe candidate datasets, to help write code and to draft text.
- 8.2 Artificial intelligence is not used to produce any reported number. Every reported figure is produced by statistical code written and reviewed by the Consultant, and is checked by a person against the underlying data before delivery. A figure that cannot be reproduced from the delivered code is not reported.
- 8.3 The Consultant will not enter Client Data, or any confidential information of the Client, into a third-party artificial intelligence service unless the Client has consented in writing. Annex C records any consent given.
- 8.4 The Consultant remains responsible for the Deliverables, whatever tools were used in preparing them.

9. INTELLECTUAL PROPERTY

- 9.1 The Client Data remains the Client's property.

- 9.2 The Background IP remains the Consultant's property. Nothing in this Agreement transfers it.
- 9.3 On full payment of the Fee, the Consultant grants the Client a perpetual, worldwide, non-exclusive, irrevocable, royalty-free licence to use, copy, modify and distribute internally the Deliverables, including the delivered code and processed data, for the Client's own business purposes. The licence extends to the Client's group companies and to its professional advisers and auditors.
- 9.4 The licence in clause 9.3 does not permit the Client to sell, license or distribute the Deliverables as a product or service to third parties, or to remove the Consultant's attribution from them.
- 9.5 Where the Consultant develops new general-purpose methods or code in the course of the Services, the Consultant owns them, and clause 9.3 applies to the copy delivered to the Client.
- 9.6 The Consultant warrants that, so far as the Consultant is aware, the Deliverables do not infringe any third-party intellectual property right, and that the Consultant is entitled to grant the licence in clause 9.3.

10. CONFIDENTIALITY

- 10.1 Each Party will keep confidential all non-public information it receives from the other, will use it only for this Agreement, and will not disclose it except to those of its personnel and advisers who need it and who are bound by equivalent obligations.
- 10.2 These obligations do not apply to information that is or becomes public without breach of this Agreement, that the receiving Party already held or developed independently, or that must be disclosed by law, by a court or by a regulator. Where disclosure is compelled, the disclosing Party will, if lawful, tell the other Party first.
- 10.3 These obligations run for **five years** from the end of this Agreement, and indefinitely for personal data and trade secrets.
- 10.4 On request after the end of this Agreement, each Party will return or delete the other's confidential information, except for one archival copy kept to meet a legal or professional record-keeping duty, and except for material in routine backups, which remains subject to clause 10.1.

11. DATA PROTECTION

- 11.1 The Parties do not expect the Services to involve personal data. The Consultant works from meteorological, satellite, reanalysis and operational records, which are not personal data.
- 11.2 If the Services do require the Consultant to process personal data on the Client's behalf, the Parties will complete and sign Annex C before that processing begins. Annex C contains the terms required by Article 28 of Regulation (EU) 2016/679. The Consultant will not process such personal data before Annex C is signed.
- 11.3 Each Party will comply with Regulation (EU) 2016/679 and the German Federal Data Protection Act in performing this Agreement.
- 11.4 Business contact details of each Party's personnel are processed by the other for the purpose of performing this Agreement, on the basis of Article 6(1)(b) and 6(1)(f) of that Regulation.

12. PUBLICATION AND REFERENCES

- 12.1 The Consultant is an active researcher and may wish to publish methods arising from the Services. The Consultant may publish or present the *methods* developed in the course of the Services, provided the publication contains no Client Data, no confidential information of the Client, no identification of the Client's sites or assets, and no result specific to the Client, and provided the Client is not named.
- 12.2 The Consultant may name the Client and describe the Services in general terms in its own marketing, including on its website, only with the Client's prior written consent. Consent may be withdrawn for future use.

- 12.3 The Client may name the Consultant as the author of the Deliverables. The Client will not attribute to the Consultant any conclusion the Deliverables do not contain, and will not present an edited extract in a way that changes the meaning of a reported figure or omits its stated uncertainty.
- 12.4 Either Party may disclose the existence of this Agreement where required by law or by a funder, regulator or auditor.

13. WARRANTIES

- 13.1 The Consultant warrants that the Services will be performed with reasonable care and skill, in a professional manner, and in accordance with accepted scientific practice in climate science and extreme value statistics.
- 13.2 Except as stated in this Agreement, and to the extent permitted by law, no other warranty, condition or term is given, including any warranty that a particular result will be achieved or that an estimate will prove accurate.
- 13.3 Each Party warrants that it has authority to enter into this Agreement.

14. LIABILITY

- 14.1 **Nothing in this Agreement limits or excludes either Party's liability** for death or personal injury caused by negligence, for intent or gross negligence, for fraud or fraudulent misrepresentation, for breach of a guarantee expressly given, for liability under the German Product Liability Act, or for any other liability that may not be limited by law.
- 14.2 Subject to clause 14.1, for breach of a material obligation of this Agreement caused by ordinary negligence, each Party's liability is limited to damage that was foreseeable and typical of this kind of contract.
- 14.3 Subject to clauses 14.1 and 14.2, the Consultant's total liability under or in connection with this Agreement, however arising, is limited in aggregate to **the greater of the Fee actually paid under this Agreement and EUR 25,000**.
- 14.4 Subject to clause 14.1, neither Party is liable for loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill, or any indirect or consequential loss.
- 14.5 The Consultant is not liable for any loss arising from:
- (a) Client Data that is inaccurate, incomplete or supplied late;
 - (b) a decision taken by the Client or a third party on the basis of the Deliverables, the Client remaining responsible for its own decisions;
 - (c) use of the Deliverables contrary to clause 7.3 or outside the purpose stated in Annex A;
 - (d) reliance on the Deliverables by any person other than the Client; or
 - (e) the occurrence or non-occurrence of any weather or climate event.
- 14.6 Any claim under this Agreement must be brought within **two years** of the date the claiming Party became aware, or ought reasonably to have become aware, of the circumstances giving rise to it.
- 14.7 The limits in this clause 14 are agreed to be reasonable, having regard to the Fee and to the fact that the Deliverables are decision support rather than a guaranteed outcome.

15. INSURANCE

- 15.1 The Consultant will maintain professional indemnity insurance at a level appropriate to the Services for the term of this Agreement, and will on request confirm the cover in writing.
- 15.2 The Consultant's insurance may exclude or limit cover in particular territories. Where the Services relate to a territory that the Consultant's policy does not cover, the Consultant will tell the Client in writing before the Services begin, and the Parties will agree how to proceed.

16. SUBCONTRACTING AND PERSONNEL

- 16.1 The Consultant may engage subcontractors or specialist associates to perform part of the Services. The Consultant remains fully responsible for work so performed and for the subcontractor's compliance with clauses 10 and 11.
- 16.2 The Consultant will tell the Client in advance where a subcontractor will have access to Client Data or confidential information.
- 16.3 Neither Party will solicit the other's personnel engaged in the Services during the term and for six months afterwards. This does not prevent a response to a public advertisement.

17. STATUS OF THE PARTIES

- 17.1 The Consultant acts as an independent contractor. Nothing in this Agreement creates an employment relationship, a partnership, a joint venture or an agency between the Parties.
- 17.2 The Consultant decides how, when and where the Services are performed, is free to work for other clients, bears its own business risk, and uses its own equipment. The Client gives no instructions as to working time or method beyond the requirements of Annex A.
- 17.3 The Consultant is responsible for its own taxes, social security contributions and insurance.
- 17.4 Neither Party may hold itself out as able to bind the other.

18. TERMINATION

- 18.1 Either Party may end this Agreement by **30 days'** written notice.
- 18.2 Either Party may end this Agreement with immediate written notice if the other commits a material breach and has not put it right within 14 days of written notice requiring it to do so, or becomes insolvent, enters liquidation or has an administrator or receiver appointed.
- 18.3 On termination for any reason, the Client will pay for all Services performed up to the date of termination, on a pro rata basis against Annex A, together with any third-party cost the Consultant has already committed to and cannot cancel.
- 18.4 On termination the Consultant will deliver the work completed to that date, in its then current state, and clause 9.3 applies to it on payment.
- 18.5 Clauses 7, 9, 10, 11, 12, 14 and 22 survive termination.

19. FORCE MAJEURE

Neither Party is liable for failure to perform caused by an event outside its reasonable control, including natural disaster, war, civil unrest, epidemic, government action, failure of a public data service relied on for the Services, or prolonged failure of power or telecommunications. The affected Party will tell the other promptly and will do what it reasonably can to limit the effect. If the event continues for more than 60 days, either Party may end this Agreement under clause 18.3.

20. NOTICES

Notices under this Agreement are to be in writing and sent to the addresses on the first page, or to the email addresses the Parties have notified for this purpose. A notice sent by email takes effect on the next working day after sending, unless the sender receives a delivery failure. A notice under clause 4.5 or clause 18.2 is to be sent by post or courier as well as by email.

21. GENERAL

- 21.1 This Agreement, with its Annexes, is the whole agreement between the Parties on its subject matter and replaces any earlier proposal, quotation or discussion, except that a quotation issued by the

Consultant and accepted by the Client is incorporated as Annex A or Annex B where this Agreement says so.

- 21.2 Any variation must be in writing and agreed by both Parties.
- 21.3 If any provision is held invalid or unenforceable, the rest remains in force, and the invalid provision is to be replaced by a valid one that comes closest to the Parties' intention.
- 21.4 Failure or delay in enforcing a right is not a waiver of it.
- 21.5 Neither Party may assign this Agreement without the other's written consent, which will not be unreasonably withheld.
- 21.6 This Agreement does not confer any right on a third party.
- 21.7 This Agreement may be signed in counterparts, including by scanned or electronic signature, each of which is an original.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 22.2 The courts of Darmstadt, Germany have exclusive jurisdiction, save that the Consultant may also bring proceedings in the courts of the Client's seat.
- 22.3 *Alternative, to be used instead of clause 22.2 where the Client so requires:* any dispute arising out of this Agreement is to be finally settled by arbitration under the Arbitration Rules of the German Arbitration Institute (DIS), by one arbitrator, seated in Frankfurt am Main, conducted in English.
- 22.4 The Parties will try in good faith to settle any dispute by discussion between senior representatives before starting proceedings.

SIGNED BY THE PARTIES

Each person signing below warrants that they are authorised to sign for the Party they represent.

FOR THE CONSULTANT

FOR THE CLIENT

Photon Climate

Signature

Name: Dr Nkongho Ayuketang Arreyndip

Title: Founder and Principal Climate Scientist

Place: Darmstadt, Germany

Date:

Signature

Name:

Title:

Place:

Date:

ANNEX A

STATEMENT OF WORK

A.1. THE DECISION THIS WORK SUPPORTS

One or two sentences, in the Client's own words, stating what the Client has to decide and by when. Everything below is scoped to answer it.

A.2. HAZARDS IN SCOPE

- | | |
|---|--|
| ☐ Flash floods | ☐ Extreme precipitation |
| ☐ Flash droughts | ☐ Extreme winds |
| ☐ Heatwaves | ☐ Compound events (specify below) |

If compound events are in scope, the hazard pair or set, and whether joint return periods are required on an AND or an OR basis:

A.3. SECTORS AND ASSETS IN SCOPE

- | | | |
|---------------------------------------|--|--|
| ☐ Agriculture | ☐ Food security | ☐ Insurance |
| ☐ Energy | ☐ Economy | ☐ Public health |
| ☐ Biodiversity | ☐ Other: | |

A.4. SITES, REGION AND PERIOD

Sites or coordinates	
Region or country	
Historical period analysed	
Future period, if any	
Scenarios, if any	
Return periods required	

A.5. DATA

Supplied by the Client	
Due from the Client by	
Sourced by the Consultant	
Third-party licence needed	☐ No ☐ Yes, details:

A.6. DELIVERABLES

- ☐ Technical report, PDF, with method, results and stated uncertainty
- ☐ Executive summary of no more than two pages
- ☐ Figures and maps as separate files, print resolution
- ☐ Processed datasets in format
- ☐ Analysis code and notebooks, runnable, with a README
- ☐ Presentation of the findings, minutes, online or on site
- ☐ Written recommendations the Client can act on
- ☐ Other:

Language of the Deliverables: ☐ English ☐ French ☐ German ☐ Spanish

A.7. EXPRESSLY OUT OF SCOPE

Anything the Client might assume is included but is not. Listing it here prevents the argument later.

A.8. TIMETABLE

Stage	Responsible	Date
Client data and brief received	Client	
Scoping call held	Both	
Interim findings shared	Consultant	
Draft Deliverables issued	Consultant	
Client comments returned	Client	
Final Deliverables issued	Consultant	
Presentation, if in scope	Consultant	

A.9. PLACE OF PERFORMANCE

☐ Online ☐ At the Client's site at ☐ Both

A.10. NAMED CONTACTS

For the Consultant Dr Nkongho Ayuketang Arreyndip, ayuketang@aims-cameroon.org
For the Client

ANNEX B

FEE AND PAYMENT SCHEDULE

B.1. BASIS OF THE FEE

☐ **Fixed fee** for the Services in Annex A ☐ **Day rate** ☐ **Retainer**

B.2. THE FEE

Item	Amount, EUR
Fee, net of VAT	
VAT, per clause 4.3	
Total payable	

Where a day rate applies, the rate is EUR per day, and the estimated number of days is . The Consultant will not exceed the estimate without the Client's written agreement.

B.3. INVOICING

- ☐ One invoice on acceptance of the final Deliverables
- ☐ per cent on signature of this Agreement, the balance on acceptance of the final Deliverables
- ☐ Monthly in arrears against days worked
- ☐ Other:

Each invoice is payable within 14 days, per clause 4.2. Payment is by bank transfer in euro to the account set out in section B.5 below, which is the same account stated on every invoice.

B.4. REIMBURSABLE COSTS

- ☐ None. The Fee is inclusive.
- ☐ Travel and accommodation at cost, against receipts, pre-approved in writing where any single item exceeds EUR
- ☐ Third-party data or licence charges at cost:

B.5. WHERE TO PAY

Payment is by bank transfer in euro. The Consultant's bank details are sent to the Client directly, on the quotation and on each invoice, and are not published. The Consultant will never notify a change of bank details by email alone. Please see clause 4.5.

B.6. CURRENCY AND CHARGES

All amounts are in euro. The Client bears any transfer fee, correspondent bank charge or currency conversion cost, so that the Consultant receives the invoiced amount in full. No card, direct debit or cheque payment is accepted.

ANNEX C

DATA PROTECTION AND AI CONSENT

Complete this Annex only if the Services involve personal data, or if the Client consents to Client Data being used with a third-party AI service. If neither applies, mark section C.1 accordingly and leave the rest blank.

C.1. DOES THE WORK INVOLVE PERSONAL DATA?

☐ **No.** The Services involve no processing of personal data by the Consultant on the Client's behalf. Sections C.2 to C.5 do not apply.

☐ **Yes.** Sections C.2 to C.5 apply and form a processing agreement under Article 28 of Regulation (EU) 2016/679, in which the Client is the controller and the Consultant the processor.

C.2. DETAILS OF THE PROCESSING

Subject matter	
Nature and purpose	
Categories of data	
Categories of subject	
Duration	
Special categories	☐ None ☐ Yes:

C.3. THE CONSULTANT'S OBLIGATIONS AS PROCESSOR

The Consultant will: process personal data only on the Client's documented instructions; keep it confidential and bind its personnel to confidentiality; apply appropriate technical and organisational measures under Article 32, including encryption at rest and in transit, access control and logging; engage no sub-processor without the Client's prior specific or general written authorisation, and impose equivalent obligations on any it engages; assist the Client with data subject requests, with Articles 32 to 36, and with audits; notify the Client without undue delay and in any event within 48 hours of becoming aware of a personal data breach; and on the Client's instruction delete or return the personal data at the end of the Services, except where storage is required by law.

C.4. TRANSFERS OUTSIDE THE EEA

☐ No transfer outside the European Economic Area.

☐ Transfer to on the basis of ☐ an adequacy decision ☐ the Standard Contractual Clauses, Decision (EU) 2021/914, Module Two, which the Parties enter into by signing this Annex.

C.5. AUTHORISED SUB-PROCESSORS

Name	Country	Purpose

C.6. CONSENT TO USE OF AI SERVICES, CLAUSE 8.3

☐ **Not given.** The Consultant will not enter Client Data or confidential information into any third-party AI service.

☐ **Given,** for the following material and services only, and on condition that the provider does not train models on the submitted data:

Material permitted	Service permitted

ANNEX C SIGNED BY THE PARTIES

For Photon Climate

Name: Dr Nkongho Ayuketang Arreyndip

Date:

For the Client

Name:

Date: