



Terms & Conditions

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Proposal's validity

- The values of the services described in the financial terms will be applied according to the fulfillment of the project plan. Therefore, AMT reserves the right to review the values in case of significant delays beyond its responsibility and that are linked to the start of milestones described in the plan (e.g., project modules or phases). Significant delays are understood as those exceeding more than 6 months.

Invoicing & Payment

- Services will be invoiced according to the following:
 - 20% with the award;
 - 20% with the acceptance of PREPARE phase, per module;
 - 20% with the acceptance of EXPLORE phase, per module;
 - 20% with the acceptance of REALIZE phase, per module;
 - 20% with the acceptance of DEPLOY phase, per module;
- Payment shall occur **30 days** after invoicing;
- To the presented values it must be added VAT at the current applicable rate.

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Change requests

- Additional activities resulting from this project will be valued at 50.00€/hours(+ VAT).

Travel and expenses

If services are physically provided at more than 30km from AMT's office in Carnaxide, the following extra expenses will be charged to the customer, if the customer approves it in advance:

- **Trips** – transports will be charged over invoice. If it is used a private vehicle, it will be charged the value of 0.55€/km plus tolls;
- **Hotel** – it is customer's responsibility;
- **Per diem:**
 - Within Portugal – 45€
 - Europe – 85€
 - Other Countries – 150 €

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Agreement

- The customer undertakes, in case of awarding this proposal, for a period of two years, to not present any proposal to integrate in its team or subcontract any AMT's professional nor any professional from a company partner of AMT providing services to the customer and participating in the project without previous consent of the involved parties;
- AMT undertakes, in case of being awarded this proposal, for a period of two years, to not present any offering to integrate in its team or subcontract any customer's professional, without previous consent from the customer.

Staffing

- AMT commits, in case of award of this proposal, to assign to the project team members with the required expertise and experience to assure the quality of the delivery, aligned with the macro planning and requirements identified;
- After the award of this proposal, AMT may have a staffing period of 20 working days.

Calendarization

AMT cannot be held responsible for delays in deliveries or partial completion of the project due to interventions by third parties directly subcontracted by the client (e.g., interfaces with external applications). Any delays of this nature may impact the project plan, resource allocation, and/or costs.

- In the event of delays by the client in providing information that affects the dates specified in the approved project plan, AMT reserves the right to revise the implementation costs or terminate the team's allocation to the project

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Report channel

- Any illegal conduct or behavior that does not comply with Law No. 93/2021, of December 20, should be reported to AMT through the designated channel provided for this purpose, accessible at <https://www.amt-consulting.com/canal-de-etica/>

Personal Data

- The parties undertake to comply with the provisions of Regulation (EU) 2016/679 (General Data Protection Regulation) and other applicable legislation on personal data protection, with this obligation of protection and confidentiality extending to all their respective employees.
- AMT guarantees that the processing of personal data to which it has access or that is transmitted to it by the Client under this Agreement will be carried out solely on behalf of the Client and in accordance with its instructions.
- The Client, as the data controller, guarantees that all personal data accessed by AMT employees in the context of the services has been lawfully obtained and that it is duly authorized to transmit or provide access to such data to AMT or its employees for the execution of this Agreement.

Authoring rights

- Intellectual and industrial property rights resulting from the activities performed by AMT because of the contractual relationship will be customer's property;
- AMT, its subcontractors and software providers, will keep the intellectual property rights regarding the models, tools, databases and other generic applicational elements developed by any of these and that were used during the execution of the services.

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Facilities, accesses and communications

- It is customer's responsibility to provide the physical conditions necessary at its facilities, whenever there are tasks performed on-site;
- It is customer's responsibility to guarantee the reasonable precautions to assure the safety AMT's staff working at the customer's facilities;
- Accesses (physical, remote and to systems) shall be provided with the due anticipation;
- It is customer's responsibility to assure the availability of infrastructures where AMT will perform the activities described in this proposal;
- It is customer's responsibility to perform any intervention required on its infrastructures;
- In case of organizational changes that impact logistic changes, it is customer's responsibility to coordinate and execute all tasks related to those changes.

Work schedule

- The regular work schedule will be between 09:00 and 18:00 (GMT) of working days, not compromising the agreed deadlines;
- Subject to the availability of the AMT, the normal time to be considered does not invalidate the provision of services outside it, in particular for critical business situations that affect the customer;
- Services provided outside of the regular schedule will be invoiced at 200%, after approved by the customer.

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Labor Regulation

- AMT declares that all staff providing services to the customer under this agreement is hired according to the current Portuguese Labor Legislation.

Limit fo Responsibility

- AMT cannot be accountable to compensate the customer by values higher than those paid by the customer up to the moment;
- AMT may only be liable for damages caused by reason of willor or with serious fault;
- AMT undertakes not to disclose critical and sensitive customer information, such as users and passwords of access to remote systems or access, or data related to the services provided.

Code of conduct

- The customer will inform AMT of all standards of conduct of its employees, standards that will be fully complied with by AMT employees when at the customer's service;
- Any conduct considered illegal or not present in the Law N.º93/2021 from December 20th shall be reported to AMT through the proper channel made available by AMT for this purpose, accessible at <https://www.amt-consulting.com/canal-de-etica/>

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Price Services

- For the provision of services, the client undertakes to pay AMT the amounts referred to in this proposal, within the defined due dates, and any delay in payment to AMT constitutes the right to suspend the contracted services, without being attributable to it in any way. Responsibility.

References

- AMT reserves the right to use the customer's logo and name, always preserving the confidentiality of the data and processes processed.

Relation between the parties

- The relationship between the parties is exclusively commercial, and there is no employment link between the customer and AMT employees who provide it with the services;
- Both parties acknowledge that AMT employees to provide customer service are always and, in any situation, under the disciplinary power and direction of AMT;
- The customer undertakes, if he wishes to communicate to AMT instructions and changes related to the scope of this proposal, to use the hierarchy of the respective companies.

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Resolution of the contract

- In addition to the right of termination in general terms, in particular for non-compliance with the obligations of payment by the customer, AMT may terminate the contract upon written notification to the client, if the project, for reasons not attributable to AMT, is suspended or with no development for a period of more than six (6) months ("termination by inactivity").
- Regardless of the agreed payment plan, operating the termination by inactivity, AMT will issue the invoices corresponding to the services provided up to the date of their production of effects, and the customer will not be awarded any compensation or compensation.

a matter of trust

