

MASTER SERVICES AGREEMENT

PARTIES:

This Master Services Agreement (the "Agreement") is entered into by and between:

Service Provider: _____

Client: _____

1. DEFINITIONS

"Services" means the services to be provided by the Service Provider to the Client as set forth in individual Statements of Work executed pursuant to this Agreement.

2. STATEMENT OF WORKS

All Services shall be described in Statements of Work ("SOW") which shall be governed by the terms of this Agreement. Each SOW shall specify the scope, deliverables, timelines, and payment terms.

3. TERM AND TERMINATION

This Agreement shall commence on the effective date of the first SOW and continue until terminated by either party with thirty (30) days written notice. Either party may terminate this Agreement or any SOW for cause if the other party breaches any material term and fails to cure within fifteen (15) days after written notice.

4. FEES AND PAYMENT

Client shall pay Service Provider fees as set forth in each SOW. Unless otherwise stated, payment is due within thirty (30) days from invoice date. Late payments shall bear interest at the lesser of 2% per month or the highest rate permitted by law.

5. CONFIDENTIALITY

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party and to use such information solely for performance of this Agreement. This obligation shall survive termination for five (5) years.

6. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, all intellectual property rights in materials created by Service Provider under this Agreement shall belong to the Client upon full payment. Service Provider retains ownership of pre-existing materials and tools.

7. WARRANTIES AND DISCLAIMERS

Service Provider represents that the Services will be performed in a professional and workmanlike manner in accordance with industry standards. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. SERVICE PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THE APPLICABLE SOW.

9. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, and expenses arising from its breach of this Agreement or negligence.

10. DATA PROTECTION

Both parties shall comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. Personal data shall be processed solely for purposes of fulfilling this Agreement.

11. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to causes beyond reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

12. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of or in connection with this Agreement.

14. ENTIRE AGREEMENT

This Agreement, together with all executed Statements of Work, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

15. AMENDMENTS

Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

16. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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