MAISTRO

Agreement

Maistro UK Limited
Company Registration Number: 06211244
VAT Number: 188377550

Payment Details
Bank: Barclays
Account Number: 83878589
Sort Code: 20-92-60

Agreement Date:
Commencement Date:
Expiration Date:

Client Name:
Address 1
Address 2
City
Postcode

Under this Agreement, Maistro UK Limited ("**Maistro**") shall offer Procurement-as-a-Service (the "**Maistro Services**") to <Client Name> ("**Client**") as set out in a Statement of Work ("SOW") and shall contain the information, commercial terms, SOW effective start date, term, and details of work as set out in Schedule 1.

Each SOW will have a unique reference number, and the Agreement will operate with one or multiple SOWs under it at any one time. Each SOW is governed by the terms of this Agreement.

This Agreement shall continue for as long as there is at least one SOW that has not reached the end of its Term and expired, as defined in the SOW. Either party may terminate this Agreement on 30 days notice if there are no unexpired SOWs.

Any conflict between this Agreement and a SOW, the terms of the Agreement shall take precedence.

The Commencement Date of this Agreement shall be the date that both parties have signed the Agreement.

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1. THE SERVICES
   - 1.1. The Agreement constitutes an offer by the Client to purchase the Maistro Services in accordance with the terms as set out in this Agreement and/or SOW(s).
   - 1.2. The parties shall co-operate in all matters relating to the Maistro Services.
   - 1.3. Maistro shall:
     - 1.3.1. provide the Maistro Services as set out in each SOW; and
     - 1.3.2. use reasonable skill and care when performing the Maistro Services.
   - 1.4. The Client shall:
     - 1.4.1. provide to Maistro in a timely manner all documents, information, items and materials in any form required by Maistro (or any Supplier) in connection with the Maistro Services and ensure that they are accurate and complete; and
     - 1.4.2. pay for the Maistro Services in accordance with clause 3.
   - 1.5. Unless expressly agreed otherwise in writing, Maistro does not create, sell, resell, provide, manage, offer, control, deliver or otherwise supply goods and / or services to the Client other than the Maistro Services.
   - 1.6. The Client acknowledges and accepts that Maistro will not advise the Client on the performance of any supplier services ("**Supplier Services**") and that Maistro does not warrant, represent or guarantee that any Supplier Services will be suitable for the Client's requirements or that Maistro will be able to find a supplier for the Client. Maistro does not provide any warranties in respect of any Supplier Services. Maistro is solely responsible for ensuring that the Supplier Services adequately meet the Client's requirements. For the avoidance of doubt, Maistro does not provide medical, legal, or insurance services and the Client should obtain specialist or professional advice wherever necessary. Maistro does not recommend or endorse any particular supplier that Maistro puts the Client in touch with.

2. MAISTRO'S RESPONSIBILITIES
   - 2.1. Maistro shall use reasonable endeavours to provide the Maistro Services in accordance with this Agreement in all material respects. Maistro shall use reasonable endeavours to meet any performance dates specified in the SOW but time for performance by Maistro shall not be of the essence of this Agreement or any SOW.
   - 2.2. If Maistro's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, or the Client's agents, sub-contractor, consultants or employees then, without prejudice to any other right or remedy it may have, Maistro shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

3. PAYMENT FOR THE MAISTRO SERVICES
   - 3.1. The Client shall pay the Fee for the Maistro Services in accordance with the Rate Card in each SOW and in accordance with these

terms.

3.2. The fee for the Maistro Services is detailed in Section 9.

3.3. The Client shall pay the Fee to Maistro by BACS to the bank account nominated in writing by Maistro as set out at the start of the Agreement, or as otherwise nominated in writing by Maistro from time to time.

3.4. The Client shall pay each invoice submitted to them by Maistro within 30 days of receipt.

3.5. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Maistro any sum due under the Agreement on the due date:

3.5.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%; and

3.5.2. Maistro may suspend the Maistro Services until payment has been made in full.

3.6. All sums payable to Maistro under the Agreement:

3.6.1. are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice, at the prevailing rate.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Nothing in this Agreement affects either party's rights in pre-existing Intellectual Property Rights (" IPR"),including pre-existing Intellectual Property Rights of either party contained in or relating to confidential information. Each party indemnifies the other party for any breach of the other party's IPR.

5. COMPLIANCE WITH LAWS AND POLICIES

5.1. In performing their obligations under the Agreement, the Client shall comply with all Applicable Laws.

5.2. Maistro is not responsible or liable for ensuring compliance with any European or national tendering rules, compliance with which is the sole responsibility of the Client.

6. DATA PROTECTION

6.1. Each party acknowledges that no personal data (as defined in the General Data Protection Regulation – Regulation EU 2016/679) is to be processed under this Agreement, and neither party is authorised to act as processor for the other. In the event that any requirement to act as a processer in respect of personal data in connection with the Maistro Services arises, the parties shall first put in place a suitable data processing agreement.

7. LIMITATION OF LIABILITY

7.1. Nothing in this Agreement limits any liability which cannot legally be limited.

7.2. Subject to clause 7.1, Each party's total liability under this agreement to the other party will not exceed the aggregate of the total fees payable under the SOWs completed in the 12 months preceding the date the liability arose. Notwithstanding the foregoing, the limitation of liability under this clause 7.2 shall not apply to clause 4 above, Intellectual Property Rights.

7.3. Subject to clause 7.1, the types of loss listed in this clause 7.3 are wholly excluded by the parties and neither party will be liable to the other party, for tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any indirect or consequential loss or loss or damage to:

7.3.1. profits;

7.3.2. sales or business;

7.3.3. agreements or Agreements;

7.3.4. anticipated savings;

7.3.5. corruption of software, data or information; and

7.3.6. goodwill.

7.4. Maistro:

7.4.1. warrants that the Maistro Services will be provided using reasonable skill and care; and

7.4.2. will not be in breach of the warranty at clause 7.4.1, and the Client has no claim under the warranty at clause 7.4.1 to the extent the infringement arises from compliance with the Client's specifications or instructions.

7.5. Maistro has given commitments as to compliance of the Maistro Services with relevant specifications in clause 7.4.1. In view of these commitments, the terms implied by sections 1 and 2 of the Supply of Goods and Services Act 1982 and other statutory obligations are, to the fullest extent permitted by law, excluded from the Agreement.

7.6. Maistro is not liable for any loss or damage suffered where Maistro's performance of the Maistro Services is delayed due to technical issues with the client equipment that were not caused by Maistro's own negligence.

8. CLIENT'S BRANDING

8.1. Maistro agrees that it shall not, without the Client's prior written consent, include the Client's name or logo or any other identifying reference to the Client on Maistro's website or any of its other marketing or promotional materials.

9. FEES
   9.1. The Fee for the Maistro Services is calculated on savings generated against an agreed baseline using the gainshare rate card in Schedule 1.

10. CLIENT CODE OF CONDUCT
   10.1. If applicable, Maistro agrees that it shall perform all services governed by this Agreement in accordance with the Client's Supplier Code of Conduct, as provided by the Client, and as may be updated by the Client from time to time.

11. GOVERNING LAW AND JURISDICTION
   11.1. The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

Signed by Maistro UK Limited

Signature: _____

Name: _____

Role: _____

Date: _____

Signed by <Client>

Signature: _____

Name: _____

Role: _____

Date: _____

Schedule 1 – Statement of Work template

Statement of Work No.XX

Parties	**Maistro UK Limited** with registered company number 06211244 whose registered office is at Lamarr, Grow 3 Babbage Way, Science Park, Clyst Honiton, Exeter, EX5 2FN ("**Maistro**") <**Company Name**> with <**registered company number**> whose registered office is at <**Address**> ("**Client**")
SOW Effective Start Date	DD Month YYYY
Term	XX months
Agreement	This Statement of Work ("SOW") consists of, and incorporates, all the documents specified herein and/or attached hereto ("the Statement of Work Appendices"). In the event of any inconsistencies between the Statement of Work and the Statement of Work Appendices, the Statement of Work shall prevail. This SOW is governed by the terms of the Agreement.
SOW Appendices	The following Appendices will form part of this SOW: • Projects in scope under this SOW (Appendix A) • Charges (Appendix B)
Services	

Appendix A – Projects in scope under this SOW

1. Projects

The Procurement-as-a-Service project are as follows:

ID	Name	Scope	TCV

2. Governance Model

Weekly Review Meetings

- Client and Maistro Procurement Manager will attend a Weekly Review Meeting with the following purpose:
  - Report on procurement performance against projects in flight
  - Full update on status of active projects
  - Identify and discuss any potential issues and agree resolution process

Monthly Business Review

- Client and Maistro Procurement Manager will attend a Monthly Business Review 5 (five) Business Days after the end of a monthly reporting period (ending on the last day of every month), with the following purpose:
  - Full update on status of any active projects
  - Identify and discuss any potential issues facing the activity

Quarterly Business Review

- Client and all Maistro's personnel will attend a QBR which will take place within 5 (five) Business Days of the month following the reporting quarter with the following purpose:
  - Review alignment of performance against Deliverables
  - Review of major projects and initiatives
  - Review of renewals pipeline funnel
  - Organisational and technical updates

Appendix B – Charges

Maistro will charge the Client a percentage of the savings achieved as follows: