

MASTER SERVICES AGREEMENT

This Master Service Agreement (hereinafter referred to as “MSA” or “Agreement”) dated _____ constitute the entire contract (the “Agreement”) between

Damco Solutions Limited, a company registered in United Kingdom with company number **4155347**, whose office is situated at 3rd Floor, Belmont, Belmont Road, Uxbridge, London, United Kingdom (Damco). (hereinafter referred to as “**Supplier**”);

AND

(2) _____ engaged in the business of _____, having its principal office is at _____ (**hereinafter referred to as “Client”** which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns).

Damco and Client shall hereinafter be referred to as such or collectively as “**Parties**” and individually as “**Party**”.

Damco and **Client** have agreed that the **Damco** will provide software testing services to **Client** as per the terms of this Agreement and Statement of Work (hereinafter referred to as “SOW”).

1. Definitions and Interpretations

1.1 In this Agreement, the following terms shall have the following meanings:

- | | | |
|-------|--------------|---|
| 1.1.1 | “Affiliate” | means the company and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the company; |
| 1.1.2 | “Assignment” | the period in which Professional is providing work for Damco under the Damco supervision, direction and control as per the terms in the SOW; |

Acceptance Criteria: Client can set down a set of acceptance criteria for milestones either as an Appendix to this agreement or as part of SOW.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personnel: has the meaning given in clause 4.1.

Proprietary Information: all rights in and to any information, materials, inventions and discoveries of any kind, including any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyse or utilise such information, materials, inventions and discoveries, or any improvements or modifications thereto and derivations therefrom.

Services: shall, for the purposes of this agreement, mean the provision of services described in a SOW by the Supplier, including services using Personnel with the requisite skill sets as identified in this Agreement or a SOW.

Specification: has the meaning given in clause 2.3.2.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1. **Term of this agreement:** This Agreement shall be effective as of the date of this Agreement and shall remain in full force and effect, unless terminated by either party in accordance with Clause 15 below or until the last SOW between the parties has expired or terminated in accordance with its terms.

2. **Scope of Services:**

2.1. The Supplier will provide to the Client the Services in accordance with the Statement of Work (SOW) for each project/proposal which will be annexed to and be incorporated into this agreement.

2.2. The Supplier shall provide the Services as mentioned in the SOW, either at the Supplier's location or at the Client's location depending upon the requirements of the Client as referred to in the SOW.

2.3. Each SOW shall include the following information:

2.3.1. the description of Services to be provided by the Supplier;

2.3.2. the time frame and milestone(s) to be achieved; and

2.3.3. in relation to Services:

2.3.3.1. responsibilities and obligations of each party;

2.3.3.2. the cost for the Services provided by the Supplier and the payment terms;

2.3.3.3. timelines for raising invoices and other payment terms;

2.3.3.4. details of location for performance of Services;

2.3.3.5. no. of the Personnel required to provide the Services;

2.3.3.6. acceptance criteria, if any; and

2.3.3.7. terms and conditions that would supersede the provisions of the Agreement.

2.4. A SOW shall not be effective until duly executed by Client and the Supplier. Each SOW shall be governed by the terms of this Agreement.

- 2.5. Changes to the scope of Services, as identified in a SOW, shall be made only in writing in substantially the format as specified in Annexure "A" executed by both parties (a "**Change Request**"). The Supplier shall have no obligation to commence work in connection with any Change Request until the fee and/or schedule impact of the change is agreed upon by the parties in writing.
- 2.6. The Client may, by giving written notice to the Supplier at any time during the term of an SOW, request a Change Request. Within ten working days of receipt of such notice, the Supplier shall prepare for the Client a written quote for any increase or decrease in the fee under the SOW, and of any effect that the requested change would have on the time frame and milestone(s). Within 10 working days of receipt of the written quote, the Client shall inform the Supplier in writing of whether or not the Client wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed the Change Request.

3. Requirements from both parties:

- 3.1. The Client shall provide inputs, specification for Services and other resources including staff or data specified in a SOW which are reasonably required by the Supplier for the performance of its obligations under this agreement.
- 3.2. The Supplier shall provide the Services in accordance with the provisions set out in the SOW and shall use its best endeavours to meet timelines.
- 3.3. If the Services are delayed at the request of, or because of the acts or omissions of, the Client, the timelines shall be amended to take account of such delay and the parties shall use their respective best endeavours to agree in writing required extension of time that is reasonable in the circumstances. If the Supplier can demonstrate by documentary evidence that the delay has resulted in an increase in cost to the Supplier of carrying out its obligations under the SOW, the Supplier may, at its discretion, notify the Client that it wishes to increase the fee by an amount not exceeding any such demonstrable cost. No later than 10 working days after receipt of such notification, the Client shall notify the Supplier whether it agrees to such increase in the fee. If the Client does not agree then Supplier may not continue Services and under such circumstances, the Client shall pay the Client for the Services already rendered.
- 3.4. Throughout the term of this agreement:
- 3.4.1. the Supplier will assign adequate Personnel and resources to develop the provide the Services in a professional and manner in accordance with best industry practice; and
 - 3.4.2. the Supplier shall devote reasonable time and effort for the performance of Services as set out in the SOW.
- 3.5. If so requested by the Client, the Supplier shall provide additional support services. For any support services the Supplier shall prepare a proposal identifying the type of support, the cost of such support and additional terms and conditions under which such support would be offered (including, without limitation, service levels). The parties may thereafter enter into a separate support agreement or a SOW for the provision of such support services.

4. **Supplier Personnel:**

- 4.1. For all Services requirements, whether onsite or offsite, the Supplier shall provide an adequate number of qualified personnel (the "**Personnel**") to complete the Services and shall procure that all Personnel perform their assignments at the site specified in the SOW and in accordance with the standards of reliability and skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company of similar standing as that of the Supplier within the relevant industry or business sector.
- 4.2. Key Personnel shall be named and agreed by both parties before commencement of the Services. If so specifically agreed in the SOW, no ad-hoc changes will be made to these agreed key Personnel unless agreed by the Client, such Agreement will not be unreasonably withheld. The Supplier may substitute any other Personnel performing the Services with another person of similar skill and competence, subject to notifying Client in writing of any such substitutions. The Supplier shall ensure that the performance of the Services is not materially affected by any changes in the identity of the Personnel performing the Services. To the extent such change in Personnel follows a request by Client; the Supplier shall be required to use its reasonable endeavours to comply with this Clause.
- 4.3. The Client may, at its discretion request substitution of a particular member of Personnel by providing such request in writing, including reasonable grounds for the request, and the Supplier shall be afforded a reasonable opportunity to respond. If the matter is not resolved within any timeframe reasonably required by Client, the Supplier shall substitute such member of Personnel with another person possessing the requisite skill set.
- 4.4. Whilst Personnel are on Client's premises, the Supplier shall procure that their Personnel shall comply with all applicable rules, regulations and policies, including such matters as working hours and Client's security measures, of which they have been notified by Client in writing
- 4.5. In so far as the Services are to be performed on or in Client's or any other third party's premises, facilities or working environment premises, Client or such third party shall provide access, working space and normal office amenities to the Personnel to the extent that these are required for the due provision of the Services. Client will also ensure that there are afforded to the Personnel the use of amenities for hygiene and refreshment in the same manner as provided for Client's own staff. Client shall at all times ensure that such premises comply with all relevant health and safety legislation and Client shall at all times provide a safe and non-hazardous working environment for the provision of Services on such premises. Client shall in addition ensure that all of the Personnel providing Services on or in such premises, facilities or working environment are covered by public liability insurance. In the event that the Client materially fails in any of its obligations under this Clause 5.6, the Supplier may suspend performance of the Services without fault until such obligations are satisfied.

5. **Reports:**

6. The Supplier shall, in agreed upon periodicity or upon termination, deliver to Client written or electronic reports on the status of the Services as per the SOW
- Client Responsibilities:**
- 6.1. The Client acknowledges and agrees that the Supplier's performances of the Services are dependent upon Client's timely and effective satisfaction of Client's obligations and timely decisions and approvals by the Client.
- 6.2. The Client agrees that the Supplier shall be entitled to depend upon all the Client's decisions and approvals. The Client acknowledges and agrees that the Supplier is depending upon the information that Client provides and Client warrants that to the best of its knowledge and belief such information will be true, accurate and complete.
- 6.3. The Supplier shall not be liable for any delay or failure in completing performance under a SOW due to failure of a third party (excluding subcontractors, affiliates or any other third party appointed by the Supplier). Any such delays shall be dealt in accordance with clause 4.3.
7. **Fees and Terms of Payment:**
- 7.1. For all performance of Services, the Client shall pay the Supplier the agreed fees as per the timelines set out in each SOW.
- 7.2. The Supplier shall invoice the Client as per the milestones set out in the SOW providing details of Services and/or number of Personnel who have performed Services during the period of the invoice or portions thereof, as applicable. The invoice shall include details of any additional expenditure to be reimbursed by Client, subject to authorization by the Client as per Clause 7.3. Each invoice submitted by the Supplier to Client shall be accompanied by appropriate supporting documentation. All amounts set forth in an invoice shall be exclusive of VAT and any other applicable taxes and they shall be borne by Client and paid to Supplier.
- 7.3. All payments due to the Supplier shall be paid within thirty (30) days of receipt of the relevant invoice, for all work actually performed under the applicable SOW and in addition the Client shall reimburse the Supplier for any additional expenditure stated in such invoice payable by Client in accordance with this agreement. Any additional expenditure incurred by the Supplier must be approved and authorized by Client in advance, before they are incurred.
- 7.4. If any payment due by Client to the Supplier under this Agreement is in arrears more than fifteen (15) days after the due date, the Supplier shall be entitled to charge interest on such payment at a rate equivalent to 2% above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 7.5. Disputes in invoices shall be notified by Client within 10 days of receipt of invoice and both parties shall engage in good faith efforts to resolve the same within 10 days of such notification.
- 7.6. Client shall pay all amounts due to the Supplier in full without deduction (except deduction of tax at source), retention, set-off, counterclaim or otherwise.

7.7. This payment clause shall be considered as material clause for all purposes of this Agreement.

8. Confidentiality

8.1. Each party ("the Receiving Party") shall keep confidential and not disclose to any third party any "Confidential Information" (being any information concerning the business or affairs of the other party ("the Disclosing Party") which may have or may in the future come to the knowledge of the Receiving Party) and shall take appropriate steps by instruction, agreement or otherwise to prevent unauthorised disclosure by the Receiving Party's officers, employees, agents or consultants, except as is allowed under the terms of this Agreement or with the prior written consent of the Disclosing Party.

8.2. Nothing in this Agreement shall prevent the Receiving Party from disclosing any information which:

- 8.2.1. is or becomes public knowledge other than by a breach of this Agreement by the Receiving Party, its officers, employees, agents or consultants; or
- 8.2.2. subject to clause 11, the Receiving Party, its officers, employees, agents or consultants develops independently of the Disclosing Party or receives without restriction from a third party;
- 8.2.3. the Receiving Party can show was in its possession or known to it prior to receipt from the Disclosing Party without an obligation of confidence; or
- 8.2.4. is required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

8.3. Notwithstanding any other provision of this clause 8 it shall not be a breach of the Receiving Party's obligations under this clause 8 to disclose the Disclosing Party's Confidential Information to any employee, or officer of the Receiving Party who has a need to receive disclosure of the same for the purposes contemplated by this agreement, and only to the extent such disclosure is necessary for the purposes contemplated by this agreement, provided that any person to whom the Confidential Information is disclosed shall be bound by obligations of confidentiality no less stringent than the confidentiality terms herein and provided that Receiving Party shall be responsible for compliance with those obligations.

8.4. The provisions of this Clause 10 shall apply for the term of the Agreement and for the period of three years thereafter.

9. Proprietary Rights:

- 9.1. The parties agree that all proprietary rights including but not limited to Intellectual Property Rights, of each party which the party owns before the commencement of this Agreement or any SOW and the developments thereto independent of the Agreement ("Pre-existing rights) shall remain the property of such party, and neither party shall have a claim over such pre-existing intellectual property of the other party.
- 9.2. The Supplier shall:
 - 9.2.1. do and execute, or arrange for the doing and executing of, each necessary act, document and thing that the Client may consider necessary or desirable to perfect the right, title and interest of the Client in and to the Proprietary Information and Intellectual Property Rights);
- 9.3. The Client hereby grants to the Supplier a non-exclusive royalty-free, licence for the term of any relevant SOW to use its pre-existing property for the internal business of Client and solely in conjunction with the Services.
- 9.4. The Supplier acknowledges and agrees that Proprietary Information provided by the Client ("**Client Proprietary Information**") under a SOW, together with any Intellectual Property Rights in such Client Proprietary Information, shall remain solely and exclusively with the Client. Client hereby grants to the Supplier for the term of any relevant SOW a non-exclusive royalty-free licence to use such Client Proprietary Information and any Intellectual Property Rights therein for the sole purpose of performing its obligations under the SOW(s).

10. Warranties:

- 10.1. Each party warrants to the other party that:
 - 10.1.1. it has the right to enter into this Agreement and perform its obligations in this Agreement and each SOW;
 - 10.1.2. it shall comply with all applicable laws and regulations in the performance of its obligations in this Agreement and each SOW; and
 - 10.1.3. It has all necessary rights, authorisations, or licences to perform its obligations under this Agreement and each SOW.
- 10.2. The Supplier acknowledges that the Client has entered into this Agreement and will enter into each SOW in reliance upon the Supplier's expertise in selecting and supplying goods and services fit to meet the Specifications and business requirements.
- 10.3. The Supplier warrants and represents that:
 - 10.3.1. use of the Services by the Client as contemplated under this Agreement or an SOW shall not infringe the Intellectual Property Rights of any third party; and
 - 10.3.2. it has not taken and will not take any confidential information from any previous client and will not use any such information in performing its obligations but instead will rely on its generalised knowledge and skill in performing the Services.
- 10.4. The Supplier does not warrant, nor will the Supplier be responsible for the performance of any third-party product or services, except those provided by subcontractors or corporate affiliates of the Supplier.

11. Publicity:

- 11.1. Both parties agree not to disclose the terms and conditions of this agreement, except as may be required by law or government regulation and except to a party's accountants and lawyers, without the prior written consent of the other party.

12. Indemnification:

- 12.1. The Supplier shall indemnify the Client against all direct liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses, loss of profit, loss of reputation)) calculated on a reasonable basis suffered or incurred by the Client arising out of or in connection with any claim made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use of any Deliverable or receipt of the benefit of any of the Services.
- 12.2. Supplier shall neither be responsible nor liable for if a claim for indemnification results from Client's negligence or wilful misconduct or negligence or wilful misconduct of any third party.
- 12.3. Liability under this indemnity is conditional on the Client discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Client which may reasonably be considered likely to give rise to a liability under the indemnity under clause 12.1 (a "**Claim**"), the Client shall:
 - 12.3.1. as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 12.3.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld, conditioned or delayed); and
 - 12.3.3. give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to any relevant documents and records within the power or control of the Client so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim.

13. Insurance

On signature of this agreement, the Supplier shall provide to the Client written confirmation from its insurers that it has in force an insurance policy sufficient to provide cover as required by law or in respect of any foreseeable liability which may arise in connection with this Agreement and any SOW including professional indemnity or errors and omissions cover of not less than £5,000,000 per claim or series of related claims per year. The Supplier shall, at its own expense, maintain such policy in force for the term of all SOWs and seven years thereafter, and shall provide a certificate of insurance from its insurers of such policy to the Client at least once during each year of the term of any SOW and, in addition, as reasonably requested by the Client. Such certificate shall also confirm that the insurance policy may not be cancelled before the expiry of a 30-day notification period and that the Client will be immediately notified in writing of any such notice of termination.

14. Limitation of Liability:

- 14.1. The Client acknowledges and agrees that, except as expressly provided in this Agreement, the Client assumes sole responsibility for:
 - 14.1.1. results obtained from the use of the Services;
 - 14.1.2. all problems, conditions, delays, delivery failures (including any of those concerning transfer of g) and all other loss or damage arising from or relating to the Client's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet and acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such connections, links or facilities; and
 - 14.1.3. loss or damage arising from or relating to any Relief Event.
 - 14.2. Neither party excludes or limits liability to the other party for:
 - 14.2.1. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 14.2.2. any matter for which it would be unlawful for the parties to exclude liability.
 - 14.3. Subject to clause 14.2, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - 14.3.1. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 14.3.2. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 14.3.3. any loss or liability (whether direct or indirect) under or in relation to any other contract.
 - 14.4. Except for liability under clause 12.1 (which is unlimited), and subject to clause 14.2, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the total amount of charges paid by the Client and received by the Supplier in respect of the matter giving rise to the claim under relevant SOW.
- 15. Termination:**
- 15.1. Either party may terminate this Agreement or any SOW forthwith by written notice to the other party if:
 - 15.1.1. the other party becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement

- with its creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or
- 15.1.2. the other party is in material breach of any of its obligations under this Agreement or a SOW and (if the breach is capable of remedy) fails to remedy the breach within thirty (30) days of receipt of notice in writing so to do or such longer period as may be satisfactory to the party not in default.
 - 15.1.3. The Supplier does not meet the acceptance criteria of the Client under this Agreement or the Acceptance Criteria of the SOW

16. Consequences of termination:

- 16.1. Upon termination of this Agreement or a SOW, other than where lawfully terminated by the Supplier by reason of non-payment by Client, Client will be entitled to a copy of all work completed by the Supplier including any Services (whether or not completed), including all Source Code, up to the date of termination in the form in which such work exists at that time.
- 16.2. Upon termination of this Agreement or an SOW howsoever arising, the Client shall forthwith pay to the Supplier in full all amounts undisputedly due to the Supplier under a SOW.
- 16.3. All material containing any Confidential Information provided to a Receiving Party during the course of this Agreement shall be returned to the Disclosing Party or at the request of the Disclosing Party, be deleted or destroyed by the Receiving Party who shall certify such deletion/destruction thereof.
- 16.4. On termination of SOW the Final Closure Report for all testing done until termination will be prepared and delivered to the Client

17. Notices:

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail or email, return receipt requested or by confirmed facsimile transmission or by an overnight delivery service to the party receiving such communication at the address specified below:

If to The Supplier:

If to Client:

Attention

Address

or such other address as either Party may in the future notify to the other Party. If sent by hand delivery or overnight delivery, notices shall be deemed received immediately upon actual delivery. If sent by registered or certified mail, notices shall be deemed received within two Working Days of sending. If sent by facsimile, notices shall be deemed received immediately, PROVIDED THAT confirmation of such facsimile in hard copy is subsequently hand delivered or sent by registered or certified mail or overnight delivery and is received within two Working Days of the sending of such facsimile.

18. Relationship:

18.1. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action which shall be binding on the other party, except as be expressly provided for herein or authorized in writing.

18.2. The Personnel provided under this Agreement shall be employees of the Supplier or employees of any bona fide subcontractors of the Supplier. The Parties agree that the Personnel are not and shall not become Client's employees or agents. The Supplier shall be responsible for the payment of any compensation to the Personnel and shall inform the Personnel that they are not entitled to the provision of any Client employee benefits. The Supplier shall procure the acknowledgement of each of the Personnel that they are not employees of Client for any purpose and that they will not exercise any rights or seek any benefit accruing to the regular employees of Client.

19. Force Majeure:

If all or any part of either party's performance of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of strikes, labour troubles, floods, fires, earthquakes, typhoons, riots, explosions, wars, hostilities, compliance with law or governmental regulation or other causes of like or different character beyond the control of either party (each a "**Force Majeure Event**"), the party whose performance is thus prevented, hindered or delayed shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance; provided, that in the case of any such contingency, the party whose performance of its obligation under this Agreement is prevented shall endeavour and use its best efforts to overcome the cause and effect of such contingency; and provided, further, that if such Force Majeure event shall prevent a party

from performing its obligations hereunder for more than 12 consecutive weeks, the other party shall be entitled to terminate this Agreement promptly upon giving written notice to the other party.

20. Non Solicitation:

21.1 During the term of this Agreement and for a period of one year following the termination of this agreement, neither party shall, without prior written consent of the other, directly or indirectly employ, engage the services of or solicit any employees of the other party.

21. Assignment and Subcontracting:

21.1. Neither party shall assign, sub-licence, charge or otherwise encumber any of its rights or obligations under its Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that the Client may assign its rights to a subsidiary or a subsidiary of its holding company or the buyer of substantially all of its business and assets.

21.2. The Supplier may subcontract its obligations under this agreement; provided that the Supplier shall at all times remain liable for the due performance of its obligations under this agreement and shall remain liable to Client for all acts and omissions of any such sub-contractors.

22. Counterparts and Headings:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

23. No Waiver:

Either party's failure to require the other party to comply with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement or any other right or remedy.

24. Severability:

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this agreement, and they shall continue in full force and effect.

25. Amendments:

This Agreement and the Annexure hereto contain the entire Agreement between the parties. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

26. Entire Understanding:

This agreement, including any Annexure and schedules hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and cancels all previous agreements among the parties, written and oral respect of the subject matter hereof.

27. Binding Nature:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

28. Dispute Resolution:

- 28.1. Informal Dispute Resolution: The parties recognise that a bona fide dispute as to certain matters may from time to time arise during the Agreement or a SOW term, which relates to either party's rights or obligations hereunder. In the event of the occurrence of such a dispute, either party may, by written notice to the other party, have such dispute referred jointly to the **Managing Director of the Supplier** and **Director of IT of the Client**, or their successors or counterparts, for resolution by good faith negotiations within 30 days after such notice is received in respect of such disputes.
- 28.2. Unless this Agreement or a SOW has already been terminated by the date of the notice of dispute, the Supplier shall, wherever possible, continue with the Services with all due diligence regardless of the nature of the dispute and the Client shall continue to make payments (excluding any disputed sums).
- 28.3. In the event of a dispute both parties shall engage in good faith efforts to resolve the same. Should a resolution be not possible, the parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the parties.
- 28.4. If no settlement is reached by mediation:
 - 28.4.1. such dispute shall be referred for arbitration, to be carried out in accordance with the LCIA Rules (which are deemed incorporated into this Agreement). The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees;
 - 28.4.2. in the case of a dispute over purely legal issues, or where disposition of the legal issues would dispose of all other issues in dispute, the matter shall be brought before the English courts as soon as possible, and the parties agree to co-operate in the speedy conduct of such legal proceedings; and
 - 28.4.3. in any other case, the dispute shall be determined by the English courts and the parties submit to the exclusive jurisdiction of such court for such purposes.

29. Rights of Third Parties:

Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

30. Governing Law:

This Agreement shall be governed by the Laws of England and Wales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a deed and it is delivered and takes effect as of the date written above.

Executed as a deed by
Damco Solutions Limited
by

Signature: _____
Name: (_____)

Executed as a deed by
xxxxxxx
by

Signature: _____
Names: (_____)