

ANMUT CONSULTING LTD**Master Services and Software Agreement**

THIS MASTER SERVICES and Software AGREEMENT ("**Agreement**") is made and entered into as of _____, _____ **2024** (the "**Effective Date**"), between **Anmut Consulting Ltd**, a company incorporated under the laws of England and Wales ("**Anmut**"), and _____, with offices at [_____] ("**Client**"). Anmut and Client are individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Client desires to engage Anmut to perform certain strategy and consulting and other related services for Client, as may be agreed between the Parties from time to time in separate Statements of Work (the "Consulting Services"), and Client also desires to make use of software, products, or other non-consulting services that Anmut may provide (the "Anmut Products," and, together with the Consulting Services," the "Services" and Anmut is willing to undertake to perform such Services, subject to the terms and conditions contained herein.

NOW THEREFORE, the Parties hereby agree as follows:

1. Definitions

As used herein, the following terms have the following meanings, respectively:

1.1 "**Background Intellectual Property**" means any intellectual property or technology in which a Party owned or licensed the Intellectual Property Rights prior to the Effective Date or which it develops after such date where such development is not related to the Services provided hereunder or to the deliverables delivered hereunder.

1.2 "**Deliverable**" has the meaning given to such term in the applicable Statement of Work and includes all Developments.

1.3 "**Developments**" means any methods, processes, procedures, systems, inventions (whether patentable or not), devices, discoveries, concepts, know-how, data, databases, technology, products, software (in executable and source code), templates, documentation, compilations, designs, reports created or developed by or for Anmut in connection with the performance of any of the Services hereunder.

1.4 "**Intellectual Property Rights**" shall mean all intellectual property rights of whatever nature including inventions, patents (and applications for the same), copyright, the benefit of any waiver of Moral Rights, design rights, registered designs (and applications for the same), trade and service marks (registered and unregistered and applications for the same), know-how, trade secret rights and duties or obligations of confidence, mask work rights, topography rights, rights in or relating to databases, trade names, domain names and business names and all other similar or analogous rights, whether registered or unregistered, anywhere in the world.

1.5 "**Services**" shall mean the software design and innovation strategy consulting services to be performed by Anmut hereunder and described in a Statement of Work and any deployment, use, or other activity performed through, in conjunction with, or reliant upon, the Anmut Products.

1.6 "**Specifications**" has the meaning given to such term in the applicable Statement of Work.

1.7 "**Statement of Work**" means a statement of work in the form attached hereto as Schedule A. Each Statement of Work shall set out the Services, including if applicable, the Deliverables, delivery schedule, the Fee

to be paid to Anmut, the payment terms for such fee and any other terms, conditions or information relating to the Services, as well as which Anmut Products shall be used, in what capacity, and at what price.

2. Term; Termination

2.1 Term. This Agreement commences on the Effective Date and shall continue for a period of [one (1) year] from the Effective Date (the “**Initial Term**”) or until terminated earlier in accordance with the provisions of this Agreement or applicable law. The Initial Term will be automatically renewed for successive [one (1) year] periods on the same terms and conditions as those contained herein (each a “**Renewal Term**”), unless either party gives to the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. If at the time of expiration or termination of this Agreement there exists a Statement of Work that is not simultaneously being terminated and for which the term thereof continues beyond the effective termination date of this Agreement or under which one or both of the parties have unfulfilled obligations, this Agreement shall continue to govern such Statement of Work until (i) the end of the term thereof, (ii) such Statement of Work is terminated by the parties, or (iii) there has been full performance of the parties’ respective obligations under such Statement of Work.

2.2 Termination. This Agreement may be terminated at any time by either Party upon: (i) at least thirty (30) days’ written notice to the other Party for any or no reason; (ii) written notice if the other Party breaches any material term of this Agreement and such breach remains uncorrected for 15 business days following written notice from the other Party; or (iii) upon written notice in the event that the other Party is adjudged bankrupt, or a receiver is appointed on account of its insolvency.

2.3 Suspension or Termination by Anmut. In addition to the termination rights set forth above and without limiting any other rights, recourses or remedies which Anmut may have under this Agreement, at law or in equity, Anmut may by written notice terminate this Agreement or suspend work under this Agreement or a SOW as of the date specified in such notice upon the Client’s failure to pay Anmut any amount required to be paid under this Agreement in accordance with the terms herein.

2.4 Effect of Termination. Upon any termination, Anmut shall be entitled to be paid for all Services performed, all Deliverables and products provided, all accrued charges and all costs incurred up to the effective date of termination. If the Fees for Services under this Agreement are based on Anmut achieving identified milestones, Client shall pay Anmut up to and including the last milestone achieved prior to the effective date of termination.

2.5 Return of Materials. Upon termination or expiration of this Agreement, or at any time upon request by Client, Anmut shall immediately deliver up to Client:

- 2.5.1 All Developments and any work product related to any Developments completed or in process in Anmut’s possession, charge, control or custody, all of which shall be the sole property of Client; and
- 2.5.2 All Confidential Information and all copies thereof, and all other materials, documents, information, contracts, equipment, materials and property in Anmut’s possession, charge, control, or custody, which are owned by, or related in any way to the business or affairs of Client.
- 2.5.3 All Anmut Products, except those which may be reasonably necessary for the continued utility of any Work Product belonging to Client for which such Anmut Products.

3 **Statements of Work**

- 3.5 During the Term, Anmut and Client may agree upon Statements of Work defining: (i) the Services, Anmut Products, and Deliverables to be provided by Anmut in connection with the Services; (ii) the fees payable by Client to Anmut (the “**Fees**”); and (iii) any additional terms and conditions that may be mutually agreed upon by the Parties, if any.
- 3.6 Each Statement of Work shall be incorporated into and governed by this Agreement and neither Party will have any obligation to provide or accept any Deliverables, Products, or Services until such Statement of Work is accepted in writing by both Parties. Changes, modifications or amendments to a SOW shall be agreed upon in writing by the Parties. The Parties agree that this Agreement and the applicable SOW(s) shall govern and supersede any terms and conditions stated on any purchase order submitted by Client. This Agreement shall take precedence in any conflict or inconsistency between this Agreement and a Statement of Work (except to the extent that a term of a fully-executed Statement of Work expressly amends a term of this Agreement for the purposes of that SOW only).
- 3.7 Entities which are controlled by or under common ownership with Client (“**Affiliates**”) may enter into SOWs under this Agreement, provided that Client and such Affiliate shall be jointly and severally liable for all obligations of Affiliate in relation to such SOW.
- 3.8 Client acknowledges that for some Services, the time and resources set out in a SOW are estimates only. Whenever estimated prices are quoted in a Statement of Work, Anmut shall use all reasonable efforts to perform the relevant Services at the estimated price but in no event shall such estimates constitute a fixed price or not-to-exceed price agreement between the Parties in respect of such Services. Whenever the Parties agree to a fixed price or not-to-exceed price, it must be expressly stated in the relevant Statement of Work.
- 3.9 [To the extent applicable, Anmut may acquire hardware and software products and related services from third party vendors (“**Products**”, which may include services provided by the third party vendor, such as maintenance, support, or warranty services) and may resell these to Client in connection with a SOW. All Products are subject to the applicable end user license agreement or such other terms of use required by the third party vendor (unless otherwise agreed between Client and the applicable third party vendor). Anmut makes no independent representations, warranties or indemnities for Products. For greater certainty, Products are expressly excluded from Deliverables as defined herein.]

4 **Fees; Payment; Taxes**

- 4.5 Client shall pay Anmut the Fees as set forth in the applicable Statement of Work. The Fees for Services and/or Anmut Products are exclusive of all applicable taxes (other than taxes on Anmut’s net income).
- 4.6 Client shall also pay the reasonable travel and living expenses of Anmut personnel that are incurred in the course of the performance of Services.
- 4.7 Unless otherwise specified in the Statement of Work, Anmut shall invoice Client for Fees for Services on a monthly basis. All such Fees shall be paid within thirty (30) days of the date of the invoice.

- 4.8 Client will reimburse Anmut for all costs (including, without limitation, reasonable attorney's fees and court costs) associated with collecting delinquent or dishonored payments that are past due.
- 4.9 Overdue invoices shall be subject to (i) an interest rate of 1.5% per month (18% annually), or (ii) the maximum amount allowed by law, calculated monthly from the date payment was due until the date payment is made, without prejudice to any other rights, remedies or recourses which Anmut may have under this Agreement, at law or in equity. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance.

5 Anmut Personnel

- 5.5 Anmut reserves the right to determine which of its personnel shall be assigned to perform the Services, and to replace or reassign such personnel during the Term or the term of any Statement of Work; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Client's request for specific individuals.
- 5.6 Anmut shall not subcontract, delegate or assign the provision of any part of the Services without the prior written approval of the Client.

6 Warranty and Disclaimer

- 6.1 Anmut warrants that the Services will be performed in a professional manner and in accordance with generally accepted industry standards applicable to such services.
- 6.2 Anmut further warrants to Client that:
 - 6.2.1 the performance of this Agreement shall not breach any other agreement entered into by Anmut;
 - 6.2.2 all Developments shall be original to Anmut and shall not infringe the intellectual property rights of any third party.
- 6.3 Except for these express warranties, Anmut makes no other warranties, representations or conditions whether express or implied, in fact or in law, including but not limited to the implied warranties and conditions of merchantable quality, fitness for a particular purpose, non-infringement or use.
- 6.4 The Anmut Products provided by Anmut and all copies thereof, are the sole property of Anmut. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Anmut Products are and will remain in Anmut and Client shall have no such intellectual property rights in the Anmut Products.
- 6.5 Client may not copy or reproduce the Anmut Products without Anmut's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions: Client may not copy or reproduce any software or documentation provided by Anmut, without Anmut's prior consent, except as is reasonably needed to facilitate the usage of the Anmut Product pursuant to this Agreement or a Statement of Work. Each copy of software or documentation made by Client must contain Anmut's proprietary and copyright notices in the same form as on the original.

6.6 Client agrees to secure and protect the Anmut Products and all copies thereof in a manner consistent with the maintenance of Anmut's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.

6.7 Client shall not reverse engineer, alter, modify, disassemble or decompile the Anmut Products, or any part thereof, without Anmut's prior written consent.

7 Acceptance

Acceptance testing of Deliverables and the Developments and the acceptance test procedure shall be established and mutually agreed upon by Client and Anmut and described in the Statement of Work. The purpose of acceptance testing is to confirm that the Deliverables conform to the applicable Specifications in all material respects, as determined by Client, acting reasonably. Anmut shall cooperate with all reasonable requests of Client regarding the performance of such acceptance testing, and Anmut shall promptly provide Client with any results and/or feedback resulting from such acceptance testing. Unless otherwise agreed upon in the applicable Statement of Work, the Deliverables shall be deemed to have been accepted by Client upon successful completion of the acceptance testing or thirty (30) calendar days from the date of delivery, whichever occurs first. If the Deliverables fail such acceptance testing and Anmut is unable, after sixty (60) calendar days' notice from Client (or such other time as may be provided in the applicable Statement of Work), to correct such defects in the Deliverables, Client shall have the right to terminate the applicable Statement of Work and withhold such amounts as may be mutually agreed upon.

8 Client Responsibilities

8.1 Client shall provide Anmut with the information it reasonably requires to perform the Services and shall perform those tasks and assume those responsibilities specified in the relevant SOW.

8.2 The Client understands that Anmut's performance is dependent on the Client's timely and effective satisfaction of the Client's responsibilities set out in this Section Client Responsibilities and the applicable Statement of Work, and timely decisions and approvals by Client. Anmut shall be entitled to rely on all decisions and approvals of the Client in connection with the Services.

9 Confidential Information

9.1 "**Confidential Information**" means all information and data, including, without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, contractual, employee, supplier and customer information and data, disclosed orally, in writing or electronically by a Party to the other hereunder. Anmut Confidential Information includes, but is not limited to, Anmut Background Intellectual Property, all rights contained in the Anmut Products, and the provisions of this Agreement.

9.2 Confidential Information shall not include information which (a) is generally known or in the public domain at the time of disclosure; (b) was in the receiving Party's possession before receipt from the disclosing Party; (c) though originally Confidential Information, subsequently becomes a matter of public knowledge through no fault of the receiving Party, as of the date of its becoming part of the public knowledge; or (d) is rightfully received by the receiving Party without obligations of confidence from a third party who is free to disclose the information.

- 9.3 Each Party shall maintain the confidentiality of all Confidential Information disclosed to it and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. The receiving Party shall not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of the disclosing Party. Anmut shall not use or copy any Confidential Information except as may be reasonably required to perform the Services. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of the disclosing Party and shall be protected from unauthorized disclosure and access. Each Party agrees to segregate all Confidential Information of the other from the confidential materials of others in order to prevent commingling.
- 9.4 Anmut shall: (i) use the Client Confidential Information only in connection with the provision of the Services, (ii) hold all Client Confidential Information in confidence and provide access to such information to only those Anmut personnel who (A) have a need to know the information for the purpose of providing the Services; (B) have been informed of Anmut's obligations hereunder; and (C) have entered into a confidentiality agreement with Anmut that contains confidentiality obligations consistent with those contained in this Agreement, and (iii) not disclose Client Confidential Information to any other third party without prior written approval of the Client.
- 9.5 Upon the request of a Party, and in any event upon the termination or expiration of this Agreement, each Party shall immediately return to the other all materials, including all copies in whatever form, containing any Confidential Information which are in such Party's possession or under its control.
- 9.6 The Parties acknowledge and agree that monetary damages may not be an adequate remedy to compensate the disclosing Party for any breach of the receiving Party's obligations hereunder in respect of Confidential Information. Accordingly each Party agrees that, in addition to any and all other remedies available to the disclosing Party under this Agreement or at law or in equity, the disclosing Party shall be entitled to seek injunctive relief against the breach, or threatened breach of this Agreement, and specific performance of its obligations hereunder, without being required to post a bond. The injunctive relief contemplated hereunder is in addition to any other legal or equitable remedies available.

10 Intellectual Property Rights

- 10.1 Anmut agrees that all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to any materials, data, or information, including all computer programs (in source code or object code) and documentation related thereto, which have been provided by Client to Anmut in connection with the performance of the Services ("**Materials**") are owned and shall continue to be owned by Client and/or its licensors. Notwithstanding the foregoing, for the term of the applicable Statement of Work, Client grants Anmut and any Anmut-approved subcontractors a royalty-free, non-transferable, non-exclusive license to use and reproduce the Materials for the sole purpose of performing the Services. Client acknowledges and agrees that Anmut may transfer the foregoing license to its subcontractors as necessary to perform the Services. Anmut shall return any or all Materials to Client immediately upon the request of Client.
- 10.2 To the extent that Anmut has any right, title or interest, including Intellectual Property Rights, in the Deliverables, Anmut hereby transfers, conveys and irrevocably assigns in perpetuity all such right, title and interest worldwide to Client. and Client acknowledges that Anmut provides similar services to other Clients and that nothing in this Agreement shall be construed to prevent Anmut from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, services or materials performing the same or similar functions as the Services and Deliverables contemplated by this Agreement or any SOW. For greater

certainty, and without limitation to Anmut's rights in Anmut Information under Section 6, Anmut is free to use without restriction its general knowledge, skills and experience and any ideas, concepts, know-how and techniques learned in the course of providing the Services. All distinct Deliverables created specifically for and provided to Client by Anmut under a Statement of Work shall be the property of Client, including all Intellectual Property Rights therein. To the extent that Anmut has any right, title or interest, including Intellectual Property Rights, in the Deliverables, Anmut hereby transfers, conveys and irrevocably assigns in perpetuity all such right, title and interest worldwide to Client.

10.3 Anmut agrees to do and execute or cause to be made, done or executed all such further and other things, acts, deeds, documents, applications, specifications, oaths, assignments and assurances as may be necessary or reasonably required to give full effect to the transfer and assignment set out in Section Subject to Sections 10.2 and 10.5 below, all distinct Deliverables created specifically for and provided to Client by Anmut under a Statement of Work shall be the property of Client, including all Intellectual Property Rights therein. To the extent that Anmut has any right, title or interest, including Intellectual Property Rights, in the Deliverables.

10.4 Client agrees that Anmut shall retain all of its right, title and interest in and to Anmut Background Intellectual Property. To the extent that any Anmut Background Intellectual Property is incorporated into any Deliverable hereunder, Client is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell, and to sublicense such licenses to, such Anmut Background Intellectual Property as part of or in connection with such Deliverable.

10.5 Client acknowledges that Anmut provides similar services to other Clients and that nothing in this Agreement shall be construed to prevent Anmut from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, services or materials performing the same or similar functions as the Services and Deliverables contemplated by this Agreement or any SOW. For greater certainty, and without limitation to Anmut's rights in Anmut Information under Section 6(b), Anmut is free to use without restriction its general knowledge, skills and experience and any ideas, concepts, know-how and techniques learned in the course of providing the Services.

11 Indemnities

11.1 Anmut Indemnity.

11.1.1 Anmut shall defend and/or settle, at its own expense, any third party claim, action or proceeding brought against Client to the extent based upon a claim that the use of a Deliverable (which excludes Products) as contemplated hereunder and in the applicable SOW infringes a third party's: (i) copyright valid in the United Kingdom; (ii) patent duly issued in the United Kingdom; (iii) trade secret; or (iv) registered trademark enforceable in the United Kingdom (each and collectively, a "**Claim**") and indemnify Client against, and hold Client harmless from, any and all damages and costs that are finally awarded against Client (including reasonable attorneys' fees) attributable to such Claim.

11.1.2 Should the Deliverable become, or in the opinion of Anmut be likely to become, the subject of a Claim, Anmut may, at its reasonable option: (i) procure for Client the right to use the Deliverable; (ii) replace or modify, in whole or in part, the Deliverable to make it non-infringing and substantially comparable in functionality; or (iii) require the return of the Deliverable and promptly refund to Client any Fees paid by Client to Anmut which are reasonably attributable to such Deliverable.

11.1.3 Notwithstanding the foregoing, Anmut assumes no liability for and the foregoing indemnity shall not apply to: (i) use of a Deliverable other than in accordance with applicable documentation or instructions provided by Anmut; (ii) modification of any Deliverable other than by Anmut; (iii) the use or combination of any Deliverable with materials not supplied by Anmut; (iv) information supplied by Client to Anmut that is included in any Service or Deliverable; (v) Client's use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version of the Deliverable provided by Anmut; (vi) Client's failure to comply with the terms of any license agreement or other licensor or manufacturer requirements applicable to any software or other products provided by Anmut; or (vii) Client's negligence, breach or willful misconduct.

11.1.4 THE FOREGOING STATES ANMUT'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

11.2 Client Indemnity. Client will indemnify and hold Anmut harmless from all claims, actions, damages liabilities, costs and expenses suffered or incurred by Anmut and caused, directly or indirectly, by: (a) the fault or negligence of Client or any of its employees, agents or representatives; (b) the use or copying by Anmut of any information or Material supplied by Client; or (c) the compliance by Anmut with any instructions or specifications provided by Client with respect to any Services.

11.3 Indemnity Procedures. The foregoing obligations are conditioned upon the indemnified Party: (i) notifying the indemnifying Party promptly in writing of any such action (provided that the indemnifying Party's obligations shall only be diminished to the extent that a delay prejudices the indemnifying Party's defense of such matter); (ii) giving the indemnifying Party sole control of the defense and/or settlement of such action; and (iii) giving the indemnifying Party all reasonable information and assistance (at the indemnifying Party's expense).

12 Limitation of Liability

12.1 Except for a breach of a Party's obligations contained in Section Confidential Information of this Agreement, in no event shall either Party be liable to the other Party for indirect, special, consequential, incidental, punitive or exemplary losses, damage or expenses of any kind, or for business interruption, lost or corrupted data, lost revenue, lost profits, lost savings or any other commercial or economic loss of any kind, even if it has been advised of their possible existence, or even if same were reasonably foreseeable.

12.2 Anmut's total aggregate liability under this Agreement, including in connection with any Services or Deliverables provided by Anmut, shall be limited in the aggregate to the Fees paid by Client to Anmut under this Agreement for the Statement of Work that is the subject of the claim.

12.3 In no event shall Anmut be liable for any claim made by Client or any other person to the extent such claim arises out of materials provided by Client to Anmut for use in developing, performing or customizing any Services or Deliverables.

12.4 To the extent applicable by law, the above limitations shall apply irrespective of the nature of the cause of action, demand or claim, including but not limited to, breach of contract, negligence, tort or any other legal theory, and shall survive failure of the essential purpose of this Agreement or of any remedy contained herein. The allocations of liability in this Section Limitation of Liability represent the agreed and bargained-for understanding of the Parties and Anmut's compensation under this Agreement reflects such allocations.

13 Non-Solicitation

Neither Party shall solicit for employment, nor directly or indirectly induce the termination of employment, of any of the other Party's personnel during the term of such personnel's assignment to or work under a SOW and for the period of twelve (12) months following termination of such assignment. The foregoing restrictions shall not apply if one Party's personnel seeks employment with the other Party as a result of a response to a general solicitation (such as in a newspaper, trade journal, online posting or other advertisement or job fair).

14 Miscellaneous

- 14.1 This Agreement, including all exhibits and any SOWs, contains the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations and understandings.
- 14.2 Sections Warranty, Confidential Information, Intellectual Property Rights, Limitation of Liability, Non-Solicitation and Miscellaneous shall survive the expiration or termination of this Agreement.
- 14.3 This Agreement shall be governed by the laws of England and Wales, without regard to its conflict of laws rules. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of England and Wales.
- 14.4 No provision of this Agreement may be waived, by any act or omission of either Anmut or the Client, and this Agreement may not be amended except by the express written consent of both parties. For greater certainty, forbearance or indulgence by either Anmut or the Client in any regard shall not constitute a waiver of any provision of this Agreement.
- 14.5 Anmut shall perform the Services as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal- agent, or employment relationship between the parties. Anmut as an independent contractor shall have the sole and complete direction of the manner of performance of the Services and the method and manner of obtaining the Client's desired results, subject to the Client's general satisfaction as to the manner of performance and conduct of Anmut and the other provisions of this Agreement. Unless Client specifically authorizes Anmut in writing to do so, Anmut shall neither act or purport to be acting as the legal agent of Client, nor enter into any agreement on behalf of Client or otherwise bind or purport to bind Client or cause Client to incur liability in any manner whatsoever.
- 14.6 Neither Party will be liable for any loss, damage or delay resulting from any event beyond such Party's reasonable control. Delivery and performance dates will be equitably extended to the extent of any such delays. Each Party will promptly notify the other upon becoming aware that any such delay has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.
- 14.7 Neither Anmut nor the Client may assign this Agreement or any rights or obligations under this Agreement to a third party without the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 14.8 In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
- 14.9 This Agreement may be signed electronically, including through DocuSign and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart

was signed electronically) or electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

CLIENT

ANMUT CONSULTING LTD.

By:_____

By:

Printed Name:_____

Printed Name:

Title:_____

Title:

Date:_____

Date:

I have the authority to bind the company.

I have the authority to bind the company

SCHEDULE A**STATEMENT OF WORK**

This Statement of Work is entered into between Anmut Consulting Ltd. ("Anmut") and the Client identified below pursuant to the Master Services Agreement dated _____, 20____ between Anmut and Client (the "Agreement").A

Capitalised terms not defined in this Statement of Work will have the meanings set forth in the Agreement. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the Agreement will govern unless expressly otherwise stated in this Statement of Work. This Statement of Work supersedes any previous written or verbal communication about the identified project scope including any proposals or presentations.

1. Project Overview
2. Term:
3. Fees:
4. Team:
5. Payment Terms:
6. Project location:
7. Services:
8. Specifications (Applicable functional requirements and technical specifications):
9. Workplan, Schedule:
10. Milestones, Deliverables and Delivery Schedule:

11. Change Management: The estimate of Fees set forth above is based on Anmut's best knowledge at the time this SOW is executed; however, both parties recognize that many factors may influence the total time that will be expended to complete the project scope. Anmut shall use commercially reasonable measures to deliver the project scope as estimated. If at any point during the project Anmut anticipates a material change in budget, Anmut will notify Client as soon as reasonably possible. Upon receipt of such notice, the parties shall negotiate a change order in good faith and Anmut shall continue working while such change order is negotiated. Alternatively, Client may at any time notify Anmut in writing to cease all work pending the finalization of a change order, and no further work shall be undertaken by Anmut until a change order is fully executed. Notwithstanding the above, Client shall remain responsible to pay for all work completed by Anmut until either (i) a change order is executed; or (ii) Client instructs Anmut to cease all work hereunder.

12. Acceptance Testing:

13. Other documents forming part of this Agreement:

14. Additional terms and conditions:

Date:

Client:

By:

Name:

Title:

Anmut Consulting Ltd

By:

Name:

Title: