

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between:

1. Stellar Omada Ltd, a company incorporated and registered in England with company number 11577529 whose registered office is at Birchlin Court, 20 Birchlin Lane, London, England, EC3V 9DU (the “**Service Provider**”); and
2. [CLIENT NAME], a company incorporated and registered in [JURISDICTION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Client**” and together with the Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS:

- (A) The Service Provider has the capability and capacity to provide certain [CATEGORY OF SERVICES] services; and
- (B) The Client desires to retain the Service Provider to provide the said services, and the Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Service Provider and the Client agree as follows:

1. SERVICES

- 1.1. The Service Provider shall provide to the Client the services (the “**Services**”) set out in one or more Statements of Work to be agreed by the Client and Service Provider (a “**Statement of Work**”).
- 1.2. Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.

2. SERVICE PROVIDER OBLIGATIONS

- 2.1. The Service Provider shall designate employees, contractors, and third parties as it determines, in its sole discretion, to be capable of filling the following positions:
 - a) A primary contact to act as its authorised representative with respect to all matters pertaining to this Agreement (the “**Service Provider Contract Manager**”).
 - b) A number of employees, contractors and third parties that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider Contract Manager, “**Provider Representatives**”).
- 2.2. The Service Provider shall make changes in Provider Representatives as it determines, in its sole discretion.

3. CLIENT OBLIGATIONS

- 3.1. The Client shall designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorised representative with respect to matters pertaining

to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

- 3.2. The Client shall require that the Client Contract Manager respond promptly to any reasonable requests from the Service Provider for instructions, information, or approvals required by the Service Provider to provide the Services.
- 3.3. The Client shall cooperate with the Service Provider in its performance of the Services and provide access to the Client's premises, employees, contractors, and equipment as required to enable the Service Provider to provide the Services.
- 3.4. The Client shall take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in the Service Provider's provision of the Services.

4. FEES AND EXPENSES

- 4.1. In consideration of the provision of the Services by the Service Provider and the rights granted to the Client under this Agreement, the Client shall pay the fees set out in the Service Provider's Statement of Work.
- 4.2. Payment to the Service Provider of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services and shall include the reimbursement of all expenses incurred through the provision of the Service, as set out in the Statement of Work.
- 4.3. Unless otherwise provided in the applicable Statement of Work, said fee and expenses will be payable by the Client within 30 days of the invoice date.
- 4.4. The Client shall be responsible for all sales, taxes, duties and charges of any kind imposed by any state or local governmental entity on any amounts payable by the Client hereunder; provided, that, in no event shall the Client pay or be responsible for any taxes imposed on, or regarding, the Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.
- 4.5. All late payments shall bear interest at the lesser of (a) 3% above the Bank of England rate or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly.
- 4.6. The Client shall also reimburse the Service Provider for all costs incurred in collecting any late payments, including, without limitation, legal fees.
- 4.7. In addition to all other remedies available under this Agreement or at law (which the Service Provider does not waive by the exercise of any rights hereunder), the Service Provider shall be entitled to suspend the provision of any Services until the Client reimburses the Service Provider in full for the provision of the Service.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 5.1. The Service Provider warrants that it shall perform the Services:
 - a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
 - b) Using personnel of required skill, experience, and qualifications.
 - c) In a timely and professional manner in accordance with generally recognised industry

standards for similar services.

- 5.2. The Service Provider's sole and exclusive liability and the Client's sole and exclusive remedy for breach of this warranty shall be as follows:
- a) The Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if the Service Provider cures such breach within a reasonable time (but no more than 30 days) after the Client's written notice of such breach, the Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
 - b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, the Service Provider shall within 30 days after the effective date of termination, refund to the Client any fees paid by the Client as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
 - c) The foregoing remedy shall not be available unless the Client provides written notice of such breach within 30 days after acceptance of such Service or Deliverable to the Client.
- 5.3. The Service Provider makes no warranties except for that provided in Section 5.1, above. All other warranties, express and implied, are expressly disclaimed.

6. INTELLECTUAL PROPERTY

- 6.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to the Client under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of the Client or client materials shall be owned by the Service Provider.
- 6.2. The Service Provider hereby grants the Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Services.

7. CONFIDENTIALITY

- 7.1. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of the Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 30 days thereafter, is summarised in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that:
- (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section 7;
 - (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-

party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;

(c) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or

(d) was or is independently developed by the Receiving Party without using any Confidential Information.

7.2. The Receiving Party shall:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

7.3. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, the Receiving Party's Group shall mean the Receiving Party's affiliates and its employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, solicitors, accountants, and financial advisors.

8. TERMINATION

8.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the expiration date specified in the relevant Statement of Work, where applicable, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2. Either Party may terminate this Agreement, effective upon 30 days of written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.

d) Is dissolved or liquidated or takes any corporate action for such purpose.

e) Makes a general assignment for the benefit of creditors.

- f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 8.3. Notwithstanding anything to the contrary in Section 8.2(a), the Service Provider may terminate this Agreement and any Statement of Work before the expiration date of the Term on written notice if the Client fails to pay any amount when due hereunder: (a) and such failure continues for 30 days after the Client's receipt of written notice of nonpayment; or (b) more than 3 times in any 6 month period.
- 8.4. Notwithstanding anything to the contrary in Section 8.2(a), the Client may terminate this Agreement and any Statement of Work for convenience and without cause, upon 30 business days written notice to the Service Provider and subject to:
 - a) Full payment of all invoiced and unpaid fees and expenses in accordance with the relevant Statement of Work;
 - b) Full payment of all fees and expenses in accordance with the relevant Statement of Work which are not invoiced, in respect of any work in progress; and
 - c) Full payment of all other expenses and costs incurred by the Service Provider in respect of any ongoing Services, which the Service Provider is legally obliged to pay where agreed in advance by the Client.
- 8.5. The rights and obligations of the Parties set forth in this Section 8, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. LIMITATION OF LIABILITY

- 9.1. In no event shall the Service Provider be liable to the Client or to any third party for any loss of use, revenue, profit, business opportunity or anticipated savings, loss of goodwill or injury to reputation, loss of data or diminution in value, loss of technology rights and services, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 9.2. In no event shall the Service Provider be liable to the Client or to any third party or be deemed to be in breach of its obligations under any provision in this Agreement, to the extent that such breach is a result of any delay or failure by the Client in its performance of the obligations under this Agreement or following the Client's reasonable instructions.
- 9.3. In no event shall the Service Provider's aggregate liability arising out of or related to this Agreement or any Statement of Work, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the sum of two million Pounds Sterling.

10. ENTIRE AGREEMENT

- 10.1. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written

and oral, regarding such subject matter.

- 10.2. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

11. NOTICES

- 11.1. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section).
- 11.2. Unless otherwise agreed herein, all Notices must be delivered either by personal delivery, by a nationally recognised overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), or by e-mail to the receiving Party.
- 11.3. Except as otherwise provided in this Agreement, a Notice is effective only (a) on confirmation of receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to Client: *[CLIENT ADDRESS]*

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

Notice to Service Provider: 3 The Roundal, Roddinglaw Business Park, Edinburgh, United Kingdom, EH12 9DB

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

12. SEVERABILITY

- 12.1. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.2. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. AMENDMENTS

- 13.1. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorised representative of each Party.

14. WAIVER

- 14.1. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. ASSIGNMENT

- 15.1. The Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Service Provider. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement.
- 15.2. The Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without the Client's consent.

16. RELATIONSHIPS OF THE PARTIES

- 16.1. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, the Client being interested only in the results thereof.
- 16.2. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services.
- 16.3. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.
- 16.4. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion.
- 16.5. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. NO THIRD PARTY BENEFICIARIES

- 17.1. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. GOVERNING LAW AND JURISDICTION

- 18.1. This agreement and any dispute or claim arising out of or in connection with it or its subject

matter or formation shall be governed by and construed in accordance with English Law.

- 18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

19. FORCE MAJEURE

- 19.1. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to the Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.
- 19.2. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimised. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section 19, the other Party may thereafter terminate this Agreement upon 30 days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[CUSTOMER NAME]

Signature: _____

Name:

Title:

Date:

SERVICE PROVIDER – STELLAR OMADA LTD

Signature: _____

Name:

Title:

Date: