

[Customer Logo]

# Master Services Agreement

**Date Issued** [Date]

**Between** [Customer Registered Company Name] & Technology Transformation Group Limited

**Classification** Confidential

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**THIS MASTER SERVICES AGREEMENT** (hereinafter the "Agreement"), effective [Date] by and between [Customer Registered Company Name] (hereinafter the "Company") with a business office: [Customer Registered Address] and Technology Transformation Group Limited with a business office at Technology Transformation Group Limited, Kemp House, 124 City Road, London EC1V 2NX (hereinafter "Supplier").

**WHEREAS**, Company provides specialist care for vulnerable people who present with challenging behaviours associated with complex neurodegenerative and mental health needs

**WHEREAS**, Supplier is a provider of Managed Services & Associated Consultancy

**WHEREAS**, Company is willing, pursuant to the terms and conditions set forth below, to hire Supplier to provide certain services and Supplier is willing to provide such services (the "Services") pursuant to the terms and conditions set forth below;

**WHEREAS**, Company and Supplier desire to enter into this MASTER SERVICES AGREEMENT for the purpose of delineating in advance the terms and conditions which will regulate the relationship between the parties and define the conditions under which Company would engage Supplier and Supplier would accept from and perform certain services for the Company;

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and conditions herein contained, the parties hereto covenant and agree as follows:



## 1 Master Services Agreement

From time to time, Supplier may provide Company certain Services as described in a written project addendum executed by both parties (each, a "Statement of Work") pursuant to the terms of this Agreement. Prior to the commencement of such services, Company and Supplier shall enter into a Statement of Work describing the work undertaken by Supplier for or on behalf of Company. Each Statement of Work shall constitute a separate agreement, provided the terms of this Agreement shall be incorporated by reference into each Statement of Work. No Statement of Work shall be effective until it is accepted in writing by both the Company and Supplier. The agreed upon form for Statement of Work is attached hereto as Exhibit A.

## 2 Term

This Agreement shall be effective as of the day and year first above written. This Agreement or any Statement of Work may be terminated at any time upon delivery of one-month prior written notice of termination to the other party by the party electing to terminate. If this service relationship is terminated, the provisions of this Agreement regarding fees shall apply on a pro-rata basis for all work completed and for all reasonable costs and expenses incurred by the Supplier as of the actual date of termination.



### 3 Services

Supplier is willing to provide to Company managed IT services, professional services and/or consultancy. Each consulting relationship will be the subject of a Statement of Work detailing the scope of the Services, the anticipated availability of the Supplier's staff members performing the Services, the compensation to be paid, and the anticipated term of the arrangement.

All Services provided by the Supplier shall be conducted with reasonable care and skill where applicable, in accordance with local laws, regulations and codes of practice.

During the term of this Agreement, Supplier shall maintain sufficient commitment to the Managed Services sector to competently perform the Services to reasonable industry standards applicable to a commercial provider of Managed Services.

Supplier warrants that its employees shall be suitably qualified, trained, skilled and experienced to provide the Services under this Agreement. In the event that any one or more of the employees are not, in the reasonable opinion of Company, so suitably qualified, trained, skilled or experienced, Company may require Supplier to replace them within a reasonable period of time, from the date on which Company so requires the replacement.

If at any time the Company is or should be aware that any of the duties performed by Supplier under this Agreement or a Statement of Work do not meet applicable regulatory or generally accepted industry standards then the Company must notify Supplier in writing within three (3) working days. On receipt of such notice Supplier will use reasonable efforts to rectify any deficiencies and if appropriate offer to replace the Supplier staff member performing the services within a reasonable period time from the date Supplier were informed of the deficiencies.



## 4 Consideration

- A. **Services:** Supplier shall invoice the Company and the Company agrees to pay Supplier in accordance with the billing rates set forth in the applicable Statement of Work. The Company shall pay all such invoices within 30 days of receipt. Supplier's invoice shall be provided on a monthly basis in writing and emailed, posted or personally delivered to the Company. Where there are amounts payable by the Company to Supplier under this Agreement that create Value Added Tax, the amount of such tax shall also be paid by the Company to Supplier on receipt of the relevant invoice.
- B. **Expenses:** Supplier shall also be reimbursed on a monthly basis by the Company for reasonable business expenses actually incurred and approved by Client by Supplier in the performance of the Services including, for example, travel to and from duty locations, lodging expenses, courier charges, subsistence and communication fees. Supplier agrees to present the Company a monthly invoice for such expenses. Prior approval will be needed by Company for expenses anticipated to be more than £1000.00. The nature and limit for expenses will be agreed in advance in the detail of any individual Statement of Work.
- C. **Disputes:** In the event a dispute arises between the parties regarding any portion of any invoice, the Company shall pay all undisputed portions of the invoice(s) while withholding payment of the disputed portion pending good faith resolution by the parties.
- D. **Price Increases:** The supplier reserves the right to increase the prices of the goods or services provided under this MSA. The basis for such price increases shall be the **Retail Price Index (RPI)** published by the Office for National Statistics (ONS) for the United Kingdom. The supplier shall provide the buyer with written notice of any proposed price increase at least **30 days** before the effective date of such increase. If the buyer does not agree to the proposed price increase, it may terminate this MSA upon written notice to the supplier.



- E. *Late Charges*: Any amounts payable under this Agreement and not paid within thirty (30) days of the applicable payment due date shall be subject to a late charge of one percent (1%) per month (or the maximum amount allowed by law if a lesser amount) of any outstanding and unpaid amounts, which charge shall be added to the amount of the invoice.



## 5 Taxes

Supplier assumes full responsibility for and agrees to pay all contributions and taxes payable to any national, state or local jurisdiction including, without limitation, under social security acts, workers' compensation laws, unemployment compensation laws and income tax laws as to all of the compensation paid by the Company pursuant to the terms of this Agreement.

## 6 Confidentiality

6.1. With respect to any and all information including, but not limited to, protocols, data forms, business plans, financial projections, agreements with third parties, patents, patent applications, research, product plans, products, services, customers, market developments, inventions, processes, designs, drawings, marketing, finances and study results acquired by Supplier from Company, as a result of this Agreement or from performance of the Services to be rendered hereunder, Supplier agrees that it will keep such information confidential and will not use said information other than for the purposes of this Agreement. In addition, it will not disclose any of said information to any third party except pursuant to the purposes of this Agreement. Supplier further agrees that if any such disclosure to a third party is made it will ensure that such third party also agrees to abide by the foregoing confidentiality obligations. However, the confidentiality obligations contained in this Clause shall not apply to information:

- 6.1.1. which Supplier can demonstrate by written records was known to Supplier prior to its receipt from Company;
- 6.1.2. which is or lawfully becomes generally available to the public;
- 6.1.3. which is lawfully acquired from third parties who have a right to disclose such information;
- 6.1.4. which by mutual agreement is released from a confidential status; and
- 6.1.5. which Supplier is required by law to release, provided that Company is given advance written notice of such requirement by Supplier so that Company may contest or limit such release



or obtain a confidentiality undertaking from the authority requiring the disclosure. The terms of this Article 6, and the parties' obligations hereunder, shall survive termination or expiration of this Agreement and the completion of Supplier's Services hereunder.

- 6.2. Upon termination of this Agreement or any extensions thereof, or at any time Company so requests, Supplier shall immediately return to Company any written, printed or other materials embodying such Confidential Information, including all copies, excerpts, analyses or summaries thereof, obtained or derived by Supplier in connection with Supplier work under this Agreement.
- 6.3. Supplier shall not disclose any information to Company pursuant to this Agreement that is the proprietary property of a third party.
- 6.4. Supplier and Company agree to process and protect personal data in accordance with the provisions and principles of all relevant data protection legislation. Supplier understands that it may be required to process personal data on behalf of Company, as a data processor. As such, Supplier agrees to process such personal data only on instructions from and for the purposes determined by Company, and to implement appropriate technical and organization measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Supplier shall take particular care where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. At any time upon request by Company, Supplier shall inform Company in writing of any and all personal data stored by Supplier and modify, complete, update, correct and or delete any personal data in accordance with Company's instructions.



## 7 Intellectual Property

Every invention, discovery, improvement, device, design, apparatus, practice, process, method or product, whether patentable or not, made, developed, perfected, devised, conceived of or first reduced to practice by Supplier, either solely or in collaboration with others, in connection with performing, arising out of, or related to, the Services ("Inventions") is the sole and exclusive property of the Company and Supplier assigns to the Company all of Supplier's right, title and interest in and to all Inventions. All personal property, notes, data, written materials, findings, records and documents, works of authorship and information including the Company Confidential Information made or obtained by Supplier in connection with performing the Services are and will remain the property of the Company. Upon request and in consideration for reasonable compensation by the Company, Supplier will do all lawful acts, including, but not limited to, the execution of papers and lawful oaths and the giving of testimony, that may be necessary or desirable in the determination of the Company to secure all right, title and interest in and to Inventions.

## 8 Independent Contractor Status

The parties hereto agree that the services rendered by Supplier in the fulfilment of the terms and obligations of this Agreement shall be rendered by Supplier's staff. Supplier's staff shall not be considered employees of the Company for any purpose and Supplier and its staff shall not offer or agree to incur or assume any obligations or commitments in the name of or on behalf of the Company. Nothing herein is intended to create a partnership, joint venture, or employer-employee relationship. It is anticipated that the Supplier staff providing Services to the Company shall do so at that direction of the Company. The Company shall be responsible for providing any specialized project training or other training required in connection with a Statement of Work.



Supplier shall perform the Services under this Agreement only as an independent contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. Supplier, its employees, affiliates and consultants shall not be considered employees or agents of Company.

## 9 Notices

Any notice, statement, or other communication provided for in this Agreement, shall be in writing and shall be considered as duly delivered upon actual receipt when personally delivered, delivered by courier service or when mailed by first class, registered or certified mail to the following:

TO COMPANY: [COMPANY REGISTERED ADDRESS]

TO SUPPLIER: Technology Transformation Group Limited  
124 City Road  
London  
EC1V 2NX

## 10 Indemnification & Liability Limitations

The Company agrees to defend, indemnify and hold harmless Supplier, its predecessors in interest, successors and assigns, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents of any kind, harmless from and against all claims, suits, demands, damages, losses,



attorney's fees, costs and expenses, of whatsoever nature, raised or brought by any person, firm or corporation and alleged to have arisen out of or in connection with the Services, except to the extent such claims arise from Supplier's gross negligence or wilful misconduct.

Excluding claims alleging death or personal injury caused by the negligence or intentional misconduct of Supplier, Supplier's maximum liability for all damages of any kind arising out of services performed under a Statement of Work shall not exceed the contract value of the Statement of Work.

Neither party shall be liable for consequential, incidental, or exemplary damages, including loss of profits, business or goodwill.



## 11 Non-Solicitation & Conversion

Supplier's employees are not nor shall they be deemed to be at any time during the term of this Agreement the employees of Company. The Company agrees not to employ or contract, directly or indirectly, any Supplier staff member who performs Services under this Agreement or a Statement of Work for the provision of managed IT services, professional services or consultancy for the duration of the applicable Statement of Work including any extensions thereof and for a period of 6 months thereafter, unless done so in accordance with the Transfer Fee set out in the relevant Exhibit. The Company agrees that if it employs or contracts directly or indirectly with a Supplier staff member providing Services under this Agreement, the Company shall pay Supplier a conversion fee equivalent to 3 months of daily/monthly rate established in the Statement of Work. The amount of conversion fee is immediately due and payable to Supplier. The Company acknowledges that this conversion fee shall not constitute a penalty but is compensation for Supplier's investment in hiring, training and replacing the staff member.



## 12 Governing Law

The provisions of this Agreement and any documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of England and Wales (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).

## 13 Force Majeure

Either party shall be excused from performing its obligations with respect to this Agreement if their performance is delayed or prevented by any cause beyond such party's control, including, but not limited to, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability. Any deadline or time for performance specified in any Agreement which falls due during or subsequent to the occurrence of any of the disabilities referred to herein shall be automatically extended for a period of time equal to the period of such disability. Supplier will promptly notify the Company if, by reason of any of the disabilities referred to herein, Supplier is unable to meet any deadline or time for performance specified this Agreement.

## 14 Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No supplement or modification of this Agreement shall be binding unless executed in writing by both parties hereto.



## **15 Interpretation**

Each party to this Agreement has been represented by counsel of its choosing, therefore, this Agreement shall be interpreted without regard to which party drafted the Agreement.

## **16 Severability**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

## **17 Survival**

The respective rights and obligations of the Parties set forth in Articles 4, 7, 10, and 18 shall survive the expiration or termination of this Agreement, to the extent necessary to the intended preservation of such rights and obligations. The obligations of the Parties set forth in Article 6 shall survive to the extent set forth in Article 6.



## 18 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be signed by an authorized officer, effective as of the day and the year first above written:

**SIGNED** for and on behalf of the **Supplier**

.....  
Signature of Director/Authorised Signatory

.....  
Name of Director/Authorised Signatory

Date: .....

**SIGNED** for and on behalf of the **Company**

.....  
Signature of Director/Authorised Signatory

.....  
Name of Director/Authorised Signatory

Date: .....



## **19 (Exhibit A): Statement of Work**

An example statement of work will be appended with this document, or an actual statement of work for an initial engagement provided.