

**CLIENT**

-and-

Peruzzi Solutions Limited

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MASTER SERVICE AGREEMENT

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This master service agreement (the “**Agreement**”) is made on **DATE**, with effect as from **DATE** (the “**Effective date**”).

## BETWEEN

- (1) **CLIENT**, a *Limited Company* incorporated in the **XY**, the registered office of which is located at **XX, 1234, COUNTRY** and registered with the **COMPANIES REGISTER** under number **12345678** (“**CLIENT**” or the “**Client**”),

## AND

- (3) Peruzzi Solutions Limited, incorporated in United Kingdom, the registered office of which is located at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ and registered with the Companies House under number 14462262 (the “**Service Provider**”), on the other side

(each a “**Party**” and together the “**Parties**”)

## RECITALS

- A. The Service Provider is in the business of providing consultancy and software development services.
- B. The Client desires to engage the Service Provider, and the Service Provider desires to be engaged by the Client to provide such services, specifically to assist in **PROJECT**, upon the terms and subject to the conditions set forth in this Agreement and Statements of Work (as defined below), with effect from the Effective Date or in accordance with a respective Statement of Work.

IT IS HERBY AGREED as follows:

### 1. INTERPRETATION

Capitalised terms and phrases, whether in the singular or plural form, shall have, for the purpose of this Agreement, the meanings set forth in the definitions below, unless the context requires a different meaning.

### 2. DEFINITIONS

In this Agreement:

- a) “**Agreement**” means this master **service** agreement, established through the following terms and conditions contained herein;
- b) “**Business Day**” means any day on which the banks are open for business in **COUNTRY**;

- c) **“Confidential Information”** means any and all business, technical, financial, proprietary, trade secret, and other information disclosed by, or relating to any Party and/or any of its affiliate(s), in writing, orally, or in any other form, tangible or intangible, that might, but will not necessarily be designated or marked as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be considered as confidential. Confidential Information includes without limitation any such information which relates to technology, processes, methodologies, data, knowledge, know-how, patents, patent applications, research, product plans, product developments, inventions, designs, formulae, markets, software (including source and object code), algorithms, information relating to each Party’s planned or existing computer systems and systems architecture, methods of processing and operational methods, business plans, customers, suppliers, marketing, sales, financial information, tariffs, prices and business strategies, of the disclosing Party. For the avoidance of doubt, personal data will be considered to constitute Confidential Information.
- d) **“Data Protection Legislation”** means Data Protection Laws and to the extent applicable, the data protection or privacy laws of any jurisdiction relevant to the Parties and their obligations under this Agreement;
- e) **“UK Data Protection Laws”** means a set of regulations, most notably the Data Protection Act 2018 (hereinafter DPA 2018), aimed at safeguarding personal data. The DPA 2018 outlines the principles for data processing, asserts individuals' rights over their data, and sets obligations for data controllers and processors. It emphasizes transparency, security, and accountability in data handling, integrating the UK's approach with wider international standards, such as the GDPR, for protecting privacy and personal information against misuse and unauthorized access;
- f) **“Fees”** means the payment, costs and fees for the Services, as defined in the Statements of Work;
- g) **“Services”** means consultancy services, specifically to assist in **PROJECT**, to be provided to the Clients by the Service Provider in accordance with this Agreement, as more fully set out in the respective Statement(s) of Work;
- h) **“Statement of Work”** means the document specifying, without limitation, the scope, objective and time frame of the Services to be provided under this Agreement, as acknowledged and agreed upon by the Client and the Service Provider.

### 3. OBJECTIVES OF THE AGREEMENT

- 3.1. The Service Provider shall provide the Services, as defined and specified in the Statement(s) of Work to this Agreement.
- 3.2. The Service Provider will perform the Services remotely.

#### **4. DURATION**

- a) The Agreement takes effect upon the Effective Date and shall remain in full force until terminated by either party in accordance with the clause 6.
- b) The Parties acknowledge and agree that a Statement of Work may not have a longer duration than the Agreement itself. Any existing Statement(s) of Work will automatically terminate on the date this Agreement is terminated.
- c) Any Statement of Work under this Agreement shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by the Client, or (ii) until such Statement of Work is terminated in accordance with the terms of this Agreement.

#### **5. PAYMENT OF FEES AND COSTS**

The Client agrees to pay the Service Provider the Fees as defined and specified in the Statement(s) of Work to this Agreement.

#### **6. TERMINATION**

8.1 The Client may terminate an active and ongoing Statement of Work:

- a) automatically with immediate effect, without recourse to the courts and without prejudice to any rights that have accrued under this Agreement or any of its other rights or remedies, by giving written notice to the Service Provider, if the latter commits a material breach of any substantial term of a Statement of Work or this Agreement and (if such breach is remediable) fails to remedy that breach within five (5) calendar days from day of receipt of the related written notice sent by the Client;
- b) automatically without recourse to the courts and without prejudice to any rights that have accrued under a Statement of Work or this Agreement by giving written notice to the Service Provider if the latter repeatedly breaches any material terms of their obligations under a Statement of Work or this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to their terms and obligations under a Statement of Work or this Agreement

8.2 The Client may terminate this Agreement or any existing Statement of Work at any time by giving the Service Provider sixty (60) days prior written notice. The Service Provider may terminate this Agreement or any existing Statement of Work at any time by giving the Client sixty (60) days prior written notice.

8.3 Either the Client or the Service Provider may terminate this Agreement automatically with immediate effect, without recourse to the courts and without prejudice to any rights that have accrued under this Agreement by giving written notice to the other Party if:

- a) the other Party is deemed to be insolvent and unable to pay its debts as they fall due for payment or admits inability to pay its debts or is deemed unable to pay its debts under any applicable legislation, including any such other insolvency event or procedure of similar nature or having similar effects under any applicable legislation; or
- b) relevant applicable approvals and licences required to run the Service Provider's business or to comply with its substantial obligations under this Agreement is withdrawn by any authority, government body or agency or competent courts.

8.4 The Service Provider may terminate the Agreement and any active and ongoing Statements of Work, upon written notice with immediate effect if the Client does) not settle overdue invoices for two or more invoicing periods, despite the Service Provider's written notice indicating the same as least thirty (30) working days ahead of the written notice for termination.

#### 8.5 Termination Without Prejudice to Antecedent Liability

- a) Any termination of this Agreement shall not prejudice any right of either party against the other in respect of any antecedent liability under this Agreement.
- b) Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination, which will continue in operation without penalty or other additional payment.

## 7. FORCE MAJEURE

- a) Neither Party will be liable for any failure or delay in performing any of its obligations under this Agreement or a particular Statement of Work, if such delay is caused by circumstances beyond the reasonable control of that Party.
- b) The Parties shall take the necessary measures to mitigate the consequences of the force majeure event concerned as well as any possible damage arising therefrom.
- c) Should any such force majeure event occur and prevent either Party from performing in whole or in part its contractual obligations under this Agreement and/or any Statement of Work, or may reasonably affect the future performance of such contractual obligations, then such Party shall (i) duly inform without undue delay the other Party of said force majeure event together with the nature, likely duration and foreseeable effects of the said

force majeure event and (ii) take all necessary steps and actions to mitigate the consequences and/or effects resulting from said force majeure event.

- d) If, despite the implementation of the above-mentioned steps and actions, the performance of any obligations under or the execution of this Agreement and of all active and ongoing Statements of Work is perceived as impossible or will have to be postponed for more than thirty (30) calendar days as from the notification date of such force majeure event, this Agreement, as well as any and all active and ongoing Statements of Work, then in force may be terminated by either Party in writing upon thirty (30) calendar days prior written notice. The Parties shall use their best endeavours to resolve and mitigate the practical consequences of such termination according to the circumstances.
- e) In any case, each Party shall bear the costs and expenses it has incurred from the start and until the end of the force majeure event or until the termination date of the Services under this Agreement and any and all active and ongoing Statements of Work at the time.

## **8. CONFIDENTIAL INFORMATION**

With respect to each and any Confidential Information provided by the disclosing Party to the receiving Party in relation to this Agreement, the Receiving Party undertakes to:

- a) hold such Confidential Information in confidence and protect it with the same degree of care with which it protects its own Confidential Information of equivalent importance, but in no event less than reasonable care;
- b) use such Confidential Information only in pursuance of its business relationship with the other Party and its Affiliate Companies as well as in relation to this Agreement;
- c) not copy or otherwise duplicate in whatever form and on whatever support or means, whether tangible or intangible, either known or unknown to date, such Confidential Information or knowingly allow anyone else to access, copy or otherwise duplicate any of such Confidential Information under its control without the disclosing Party's prior written approval, except for Authorised Persons as defined below;
- d) restrict access to and disclosure of such Confidential Information solely to those members of its staff (including without limitation its agents, employees, directors, officers and contractors) and/or of the staff of its Subcontractors (including without limitation its agents, employees, directors, officers and contractors) with a strict necessity to know and directly involved in the implementation of this Agreement, the Service Contract and/or in the provision of any part(s) of the Services, and not to disclose Confidential Information to any third parties;

- e) require that all authorised persons to which access to the Confidential Information has been or will be granted or given duly agree to maintain the confidentiality thereof, and specifically to comply with the provisions set forth herein by contract, work rules or other appropriate methods at the Receiving Party's option; and
- f) not to analyse or reverse engineer any Confidential Information, nor assist others to disassemble, decompile, reverse engineer or otherwise attempt to recreate the Confidential Information.

Each Party shall take all reasonable steps and measures to:

- a) avoid disclosure, dissemination and more generally unauthorised access to or use of Confidential Information, which shall comply with the measures it usually takes to protect its own confidential information or its information of a similar nature and in any case ensure reasonable care is persistently emphasised;
- b) segregate Confidential Information from third parties' confidential materials, in particular to prevent commingling; and
- c) restrict, at its sole expense, its authorised persons from prohibited or unauthorised disclosure or use of the Confidential Information.

The receiving Party shall notify to the disclosing Party, immediately upon discovery or knowledge thereof, any unauthorised use, access and/or disclosure of any Confidential Information or any other breach of this Clause 8 and undertakes in such a case:

- a) to reasonably cooperate with and support the disclosing party to protect their rights and when relevant to regain possession of all such Confidential Information and as well as to mitigate the consequences of such unauthorised use, access and/or disclosure,
- b) to take out and achieve without undue delay all appropriate and relevant steps and measures to prevent further unauthorised use, access and/or disclosure of the Confidential Information or part thereof and
- c) to take appropriate defensive measures against any claim of infringement, in accordance with the reasonable instructions of the disclosing Party.

All Confidential Information shall remain the property of the disclosing Party and/or as relevant of the owner of the Confidential Information concerned.

The Parties agree that the provisions strictly relating to confidentiality set forth in this Clause 8 shall survive any termination or expiration of this Agreement and any and all Statements of Work, whichever may be the ground, for an indefinite period of time as from the effective termination date of this Agreement.

Confidential Information may be disclosed by either Party if such disclosure is required pursuant to an applicable law, rule, regulation, government requirement, an order from a regulatory body or court order (provided, however, that the receiving Party shall advise the disclosing Party of such required disclosure promptly upon learning thereof in order to afford the disclosing Party a reasonable opportunity to contest, limit and/or assist the receiving Party in crafting such disclosure).

The provisions of this Clause 8 will not apply to the extent, but only to the extent, that such Confidential Information is:

- a) already known to the receiving Party free of any restriction at the time it is obtained from the disclosing Party;
- b) subsequently learned from an independent third party free of any restriction and without breach of this Clause 8;
- c) is or becomes publicly available through no wrongful act of the receiving Party or any third party; or
- d) is independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party.

## 9. DATA PROTECTION

For the avoidance of doubt and for the purposes of this Agreement, the terms, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Subprocessor**” and “**Supervisory Authority**” shall have the same meaning as in the DPA 2018 and their cognate terms shall be construed accordingly. This clause 9 of the Agreement should be read and construed in conjunction with the DPA 2018.

The Service Provider may, whilst providing the Services or otherwise performing its obligations under this Agreement, carry out acts of processing on personal data.

To the extent the Client qualifies as the controller of such Processing and the Service Provider acts as a processor to the Client, the Service Provider undertakes:

- (a) to comply with all applicable Data Protection Legislation in the processing of any personal data under the DPA 2018;
- (b) except where required by law, to carry out said processing exclusively to perform its obligations under this Agreement or in accordance with the instructions the Client may give to the Service Provider from time to time;
- (c) to treat the personal data as Confidential Information;
- (d) not to disclose or otherwise communicate the personal data to any third party without the prior written consent of the Client, except where required by law or regulation or when necessary to provide any part(s) of the Services; and



- (e) to implement relevant technical and organisational measures so as to ensure the protection of the personal data against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against reasonably identifiable other unlawful forms of processing.

The Client hereby declares that it has taken all steps necessary to ensure the full compliance of such processing with applicable local data protection laws, including, as applicable obtaining:

- a) consents from, or having informed, the data subjects; and
- b) authorisations or permits from, or having notified the processing to, the competent local data protection authorities.

## **10. PERSONAL DATA BREACH**

The Service Provider shall notify the Client without undue delay upon the Service Provider or any of its Subprocessors, becoming aware of a personal data breach affecting the Clients' Personal Data, while providing the Clients with sufficient information to allow them to meet any obligations to report or inform data subjects of the Personal Data Breach under the UK Data Protection Laws.

The Service Provider shall co-operate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **11. DELETION OR RETURN OF CLIENTS' PERSONAL DATA**

The Service Provider shall promptly, and in any event within fifteen (15) business days of the date of cessation of any Services involving the Processing of Client' Personal Data, delete and procure the deletion of all copies of the Client' Personal Data.

The Service Provider may retain the Client' Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and as long as that the Service Provider shall ensure the confidentiality of all such Client' Personal Data and shall ensure that such Client' Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

## **12. REPRESENTATIONS AND WARRANTIES**

The Client represents and warrants that the entry into and performance of their obligations under the Agreement do not and will not violate in any respect any law or regulation of any governmental or official authority or body or the articles of association of the Client or any agreement to which the Client is party to, which is not in the context or in relation to this Agreement.

The Service Provider represents and warrants that:

- a) it is a duly incorporated and validly existing company under the laws of United Kingdom and has all corporate power and authorisations necessary to carry out its activities, all necessary authorisations to enter into this Agreement and any subsequent Statement of Work and to fulfil its obligations arising hereunder and thereunder;
- b) it is not currently the subject of an insolvency event and is not aware of any such risk;
- c) it will provide any and all Services professionally and with due care;
- d) it currently complies, and will continue to comply throughout the term of the Agreement with all applicable laws, rules, regulations and regulatory requirements (including without limitation the statutory and regulatory provisions concerning the protection of persons with regard to the processing of Personal Data);
- e) the entry into and performance by it of the Agreement does not and will not violate in any respect any law, regulation or requirement of any governmental or official authority, body or regulator; and
- f) it holds and will maintain the necessary consents, licenses, approvals and authorizations to carry out the contractual obligations specified in the Agreement and/or any Service Contract, as well as to provide the Services. If additional authorizations are necessary, the Provider commits to make all reasonable efforts to obtain them.

### **13. LIABILITY AND INSURANCE**

Except as may be expressly agreed otherwise by the Parties in this Agreement and to the strict extent thereof:

- a) the Parties can only recover direct damages against the other Party on the other side, whether for breach of contract, in tort (including negligence), under statute or otherwise, in relation to their obligations and responsibilities under this Agreement; and
- b) neither Party shall be liable to the other for any indirect, special, incidental or consequential damages arising out of or in any way related to this Agreement, except as a result of wilful misconduct, gross negligence, breach of confidentiality, breach of data protection or misappropriation of the other Party's Intellectual Property rights or third party's Intellectual Property.

Neither Party shall be held responsible for any failure or delay in the performance of this Agreement caused by a force majeure event.

Nothing in this Clause 13 shall in any way reduce or affect each Party's general duty to mitigate loss suffered by it.

Each Party shall obtain and maintain appropriate insurance coverage for its activities under the Agreement, including civil and professional liabilities.

**14. VARIATION AND WAIVERS**

No variation of this Agreement will be valid unless it has been made in writing and signed by each party.

**14.1. Waivers**

Any waiver by either Party of any of its rights under this Agreement must be in writing in order to be valid.

Any waiver by either Party of a breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or of any other provision thereof.

**14.2. Changes to the Services**

The Client may at any time request changes to the Agreement or to a Statement of Work by providing the Service Provider with a written request for changes. Following the Service Provider's receipt of such a request, the Service Provider shall submit to the Client a written response. Neither party will be obliged to agree to any requested or recommended change but neither party will unreasonably withhold its agreement to such a request or recommendation. The Service Provider will respond in writing to, or will meet with the Client to discuss, any requested change as soon as practicable, and in any event, within two weeks following receipt of the request for change. Any agreement to a requested change of a Statement of Work will become valid only when recorded in writing and signed by each party.

**15. ASSIGNMENT**

Neither Party may assign or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party.

**16. INDEPENDENT CONTRACTOR**

In performance of this Agreement, the Service Provider is acting as independent contractor and not as an employee or agent of the Client. Service Provider shall have exclusive control of the manner and means of performing its obligations under this Agreement. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership, franchise or joint venture between the parties.

**17. NOTICES**

Any formal notices, requests, demands and other communications required to be given under or in connection with this Agreement and/or any Statement of Work, shall be in writing and delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication as specified below or as otherwise subsequently specified by the relevant Party by notice in writing to each other Party:

**if to the Service Provider:**

**Peruzzi Solutions Limited  
71-75 Shelton Street, Covent Garden  
London, WC2H 9JQ  
United Kingdom**

if to the Client:

CLIENT  
CLIENT ADDRESS  
COUNTRY

Any such formal notice or communication shall be deemed to be valid and effective only when received by the Party to whom it is addressed and if:

- i. delivered personally, when left at the address and for the contact referred to above; or
- ii. delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

Subject to anything to the contrary specified in an active and ongoing Statement of Work, all non-formal or strictly operational notices, communications, documents or other information may be sent in writing per any relevant communication system, including email and fax, to the relevant contact person(s) of the receiving Party as specified in the relevant Statement of Work.

#### 18. SEVERABILITY

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable, the other provisions and the remainder of the provision in question will remain in full force and effect.

#### 19. GOVERNING LAW AND JURISDICTION

The Parties hereby agree that this Agreement and any subsequent Statement of Work shall be governed by and construed in accordance with the laws of England & Wales. The Parties hereby irrevocably consent to the exclusive jurisdiction of Courts of England & Wales for any actions, suits or proceedings arising out of or relating to this Agreement and any Statement of Work subsequently establishing the scope of the Services.

#### 20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes any prior communications, understandings and agreements between the Parties.

The Parties have agreed and executed this Agreement, with effect on the day and year as written above.

The Client, COMPANY

Duly represented by:

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XY, Director

The Service Provider, Peruzzi Solutions Limited

Represented by:

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Szilard Csorge, Director