

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is entered into as of the “Effective Date” defined hereunder, between Gauri Ltd (“Gauri”), with offices at: 20-21 Commerce House, Carlton Boulevard, Lincoln LN2 4WJ and [REDACTED], a company incorporated in England (Company no. [REDACTED]) and having its registered office at [REDACTED] (the “Client”).

Premises:

Gauri provides IT consulting services including SAP implementation and technical support.

The Client wishes to retain Gauri to perform such services under the terms and conditions as set forth in this Agreement.

The scope of this Agreement relates to the services, the specification and scope of which is defined in any Statement of Work attached hereto or agreed to subsequently to this Agreement.

The Parties therefore enter into this Agreement, on the terms and conditions defined hereinunder.

TERMS AND CONDITIONS

1. Definitions and Interpretation.

1.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meaning:

“Authorised Signatory”	Shall mean: (i) in relation to Gauri means the Director of UK Operations, his/her successor or superior in office; and (ii) in relation to the Client means the Director duly authorised to enter into the Agreement;
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“Business Day”	Shall mean any day other than a Saturday, Sunday or UK public holiday;
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“Confidential Information”	shall mean: (i) all business, financial, commercial, technical, product or service information of either Party (or its affiliates), including information relating to the operations, systems, data, software, source codes, technology, equipment, activities, policies and procedures and all sales and marketing information and information on any actual or potential customers and suppliers, know how, trade secrets, intellectual property, designs, drawings, specifications, processes, components, material, manuals, research, statistics, findings and
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investigations, which one of the Parties (the **“Discloser”**) may disclose to the other Party (the **“Recipient”** from time to time, and:

(ii) any other information of a confidential or proprietary nature or marked as being confidential or proprietary; and:

(iii) any tenders and proposals provided by Gauri and the rates, fees and charges set out in a Statement of Work whether disclosed in documentary or other tangible form (including digital media, electronic media and magnetic media) or orally or by visual inspection or which otherwise comes to the attention of the Client arising from its involvement in this Agreement, including any Confidential Information that has already been disclosed prior to the date of this Agreement;

“Change Order”

Shall mean a formal written amendment to a Statement of Work that has been agreed to and signed by the Authorised Signatories of each Party;

“Intellectual Property”

Shall mean trade secrets, patents, copyrights, trademarks, know-how, moral rights, and similar rights of any type under the laws of any governmental authority, domestic or foreign including all applications and registrations relating to any of the foregoing.

“Party” or “Parties”

Shall mean the Client, Gauri or both, as the context requires;

“Statement of Work”

Shall mean a schedule setting out details and pricing of the services to be provided by Gauri to the Client on the terms of this Agreement and which has been agreed and signed by the Authorised Signatories of each Party, as may be amended by a Change Order from time to time.

“Third Party”

Shall mean any person that is not the Client or Gauri.

- 1.2. References to clauses (except where the context otherwise requires) are references to the clauses set out herein. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. Reference to a “person” or “party” includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case, whether or not having separate legal personality).

2. Defining Scope of Responsibilities

- 2.1. **Defining Work to be Performed.** Gauri will provide information technology personnel to perform consulting and technical tasks, as required and directed by the Client through one or more Statements of Work which upon execution by Gauri and the Client shall become binding between the Parties and an integral part of this Agreement. Gauri and the Client shall agree and sign each Statement of Work. Any reference to this Agreement shall include all signed Statements of Work.
- 2.2. **No Conflicts.** A Statement of Work will be produced and agreed upon by the Parties for every project to be performed by Gauri under this Agreement for the Client. In the event of any conflict or inconsistency between the Agreement and Statement of Work, the Statement of Work shall prevail provided it has been agreed in writing by an authorised signatory of both Gauri and Client.
- 2.3. **Change Orders.** The Client may request a change in the services as described in the Statement of Work. The Parties will informally discuss such a request and if the Client would like to pursue the change, Client shall submit its request in writing. Gauri will respond to such written request with its comments on the requested change including technical feasibility and any consequential changes to the fees and estimated delivery dates. If the Parties agree to the change, this shall be recorded in writing and signed by the Parties as a Change Order. Gauri shall not be bound by a change or variation until a Change Order has been signed but for the avoidance of doubt, Gauri shall not unreasonably refuse to agree to a Change Order. Any Change Orders shall be governed by the terms and conditions set out in this Agreement.
- 2.4. **Defining Project Teams.** Where practicable, each Statement of Work shall designate the levels and numbers of consultants required to complete the work.
- 2.5. **Non-solicitation.** Client and Gauri undertake that during the term of this Agreement and for a period of 12 months after termination (howsoever caused) neither Party will, directly or indirectly, either on its own account or jointly with or for any other person, employ, engage as a consultant, solicit, interfere with or otherwise endeavour to entice away any employees, subcontractors, agents or consultants of the other Party who have been involved in the fulfilment of either Party's obligations under or pursuant to this Agreement. The Parties acknowledge that damages are likely to be an inadequate remedy in the event of a breach of this Clause and agree that in such an event, the non-breaching Party shall be entitled to seek remedies (by order, injunction or otherwise) on such terms as any court of competent jurisdiction may deem appropriate.
- 2.6. **Non-Discrimination.** Gauri's assignment of employees to any project will be made solely on the basis of their qualification, without regard to race, colour, creed, national origin, age or sex.

3. Gauri's Role and Performance

- 3.1. **Gauri's Role.** Gauri is an independent contractor and is not an agent or legal representative of the Client nor does this Agreement constitute a partnership or joint venture or enable either Party to act in the name of or on behalf of the other Party unless expressly agreed to in writing. Gauri shall be solely responsible for wages, salaries and other payments due to its employees or

subcontractors under this Agreement. Gauri shall be responsible for all reports and obligations in respect of its employees concerning National Insurance contributions, PAYE deductions and associated matters. Gauri is not authorised to enter into any contract, agreement, warranty or representation on behalf of the Client, unless expressly agreed to in writing and shall indemnify and hold Client harmless against any losses that may arise as a result of a breach of this clause 3.1.

- 3.2. **Gauri's performance.** Gauri will perform services stated in Statements of Work, either attached hereto or subsequently to this Agreement, in a professional and workmanlike manner and in accordance with good and best practise generally accepted within the technology consulting services industry. All services to be performed under this Agreement may be performed by Gauri or by Third Party contractors appointed by Gauri from time to time.

4. **Payment for Services**

4.1. **Time and Expenses Accounting.**

- 4.1.1. **Billing Schedules:** Gauri will submit invoices for services in accordance with the payment schedule agreed between the parties.
- 4.1.2. **Expenses.** Client shall reimburse Gauri for all reasonable expenses incurred by Gauri in providing the services, including all travel and other out of pocket expenses. Travel expenses include: accommodation, travel fares, parking charges, tolls and mileage, and any other out-of-pocket expenses associated with the project described in the Statement of Work.
- 4.1.3. **Records.** Gauri will maintain books, receipts, records, documents and other evidence pertaining to costs and expenses billed under this Agreement, to the extent and in such detail as will reflect all costs, direct and indirect, of labour, materials, equipment, supplies, services and other costs and expenses of whatever nature for which reimbursement is claimed.

4.2. **Fees.**

Gauri will perform the services in return for the fees outlined within the Statements of Work applicable to a project agreed from time to time.

- 4.2.1. **Modifications to a Statement of Work.** Any modifications to a Statement of Work may be made in writing pursuant to a Change Order and shall be performed on a time and materials basis, at Gauri's standard rates, unless otherwise agreed to in writing in the Change Order.
- 4.2.2. **Sales Taxes.** Gauri's fees exclude value-added taxes, or any other duties, charges or taxes as may be applicable from time to time and Client agrees to reimburse Gauri for any such taxes, duties or charges incurred in the provision of services under this Agreement.
- 4.3. **Payment.** Client agrees to settle Invoices in full within thirty (30) calendar days of the issue date. In the event of late payments, Gauri shall be entitled to charge

interest on the outstanding amount equivalent to 2% per annum above the Bank of England's base-lending rate from time to time. Interest shall accrue on a compounded daily basis from the date payment is due until the date of receipt by Gauri of cleared funds. The Client agrees to pay Gauri any costs reasonably incurred (including, without limitation, legal costs and fees of debt collection agencies) in recovering any payments due to Gauri from the Client. Non-payment on a due date will entitle Gauri to demand payment of all outstanding balances in full and Client agrees to pay forthwith. The Client will not be entitled to withhold part or full payment of any invoice by reason of any right of set-off or any claim or dispute with Gauri or otherwise and the Client shall pay all amounts due hereunder in full and without deduction, set off or deferment.

5. Intellectual Property Rights

- 5.1. **Customer Reports.** The "Customer Reports" are reports or studies in any language other than a computer language, that Gauri has developed for Client under contract to assist the Client to understand or to frame the solution to an information technology problem or process. Subject to the Client paying Gauri all amounts due under this Agreement, the Customer Reports shall upon such payment, be the property of Client and Gauri hereby assigns all copyright in them to Client. Such assignment will take effect upon full payment by the Client of all amounts due to Gauri under this Agreement. Gauri may retain copies of Customer Reports for archival purposes and may use the information contained in them for purposes that do not breach Clients confidentiality.
- 5.2. **Project Software and Software Documentation.** "Project Software" and "Software Documentation" is software code that Gauri has written for the Client during a project. Project Software and Software Documentation also includes documentation specific to that software code. Subject to Client settling all invoiced amounts due under this Agreement, the Project Software and Software Documentation shall be the property of the Client and all rights shall be assigned in full to the Client.
- 5.3. **Third Party Code.** Third Party code is software acquired from a Third Party, the functioning of which is integral to the operations of the project defined in the Statements of Work. Intellectual property rights in third party code are to be determined based on licenses obtained directly from the Third Party.

6. Confidential Matters

- 6.1. The Recipient undertakes to the Discloser: (i) not to use Confidential Information for any purpose other than the purposes of this Agreement and to ensure that any Confidential Information is kept strictly confidential and not to disclose any Confidential Information to any person without the prior written consent of the Discloser; and (ii) upon termination of this Agreement (howsoever caused) to stop using the Confidential Information, to continue to comply with its obligations of confidentiality under this Agreement and to return or destroy all Confidential Information at the request of the Discloser. The Recipient may disclose the Confidential Information to its employees, consultants, or agents to whom disclosure is necessary for the purposes of this Agreement, but the Recipient shall ensure that such persons comply with the confidentiality undertakings in this Agreement.

- 6.2. The Recipient's obligations under Clause 6.1 will not apply or will cease to apply if such information: (a) is or becomes generally available to the public other than as a direct or indirect result of a disclosure by the Recipient; (b) is disclosed to the Recipient by a third party, provided that the third party is not under any obligation of confidentiality and the third party has not wrongfully acquired the information; (c) the Recipient is obliged to disclose pursuant to any governmental, judicial, or administrative order, subpoena, or disclosure request, provided that the Recipient uses reasonable efforts to notify the Discloser of such requirement and cooperates with Discloser (at Discloser's expense) so that the Discloser may seek to make such disclosure subject to a protective order or confidentiality agreement.
- 6.3. If the Parties have entered into a separate confidentiality agreement dealing with the exchange of information leading up to this Agreement (the "**Confidentiality Agreement**"), the Confidentiality Agreement shall be superseded by this Agreement and upon the completion of this Agreement, the Confidentiality Agreement shall terminate and shall cease to have any further effect, other than in relation to any breaches that may have occurred between the date of the Confidentiality Agreement and the Effective Date of this Agreement.
- 6.4. The Client and Gauri acknowledge that damages are likely to be an inadequate remedy in the event of breach of Clause 6.1 and accordingly agree that in such event the non-breaching Party shall be entitled to seek any remedy available to it (by order, injunction or otherwise) on such terms as any court of competent jurisdiction may deem appropriate.

7. Term, Termination, Default

- 7.1. **Term of the Master Services Agreement.** This Agreement comes into effect on the Effective Date and shall continue in effect for a period of two (2) years (the Initial Term) unless this Agreement is terminated in accordance with the early termination provisions defined hereunder. After the Initial Term, this Agreement shall remain in effect unless terminated by either Party on providing the other Party thirty (30) days written notice to terminate, or in accordance with the early termination provisions defined hereunder.
- 7.2. **Term of Statement of Work.** Each Statement of Work shall continue until completed or until terminated by either Party in accordance with any terms defined in the Statement of Work. Each Statement of Work shall terminate forthwith upon the termination of this Agreement pursuant to Clause 7.3. If a Statement of Work is terminated before its completion, Gauri shall be entitled to invoice the Client on a pro rata basis for the work performed up to the date of termination.
- 7.3. **Early Termination for Default.** Without prejudice to any other rights or remedies, either Party may terminate this Agreement in writing if:
- 7.3.1. the Party in default: (i) commits a material breach of this Agreement and such breach is incapable of remedy; or (ii) commits a material breach of this Agreement which is capable of remedy however the defaulting Party fails to remedy the breach within 30 (thirty) business days of receiving written notice requesting it be remedied.

7.3.2. The other Party is unable to pay its debts, is bankrupt, insolvent or is liable to be wound-up for any reason; or (ii) if a receiver is appointed or a creditor enforces its security over any of the Parties assets; or (iii) an application or actual appointment of an administrator, nominee or any other insolvency office; or (iv) the Party proposes or enters into a composition or other arrangement with its creditors, or makes any assignment for the benefit of its creditors generally; or (v) if any order for the bankruptcy, winding up or any judicial management of the Party is granted or an effective resolution is passed for its winding up or dissolution or (vi) the Party ceases to carry on business.

7.4. **What Survives Termination.** Obligations of confidentiality, non-solicitation, rights in work, product and any rights or liabilities accrued at the date of termination shall survive termination of this Agreement (howsoever caused).

8. Insurance, Limitation of Liability, Warranties and Damages

8.1. **Insurance.** Gauri will secure and maintain adequate employer liability insurance, a certificate of which will be provided on request. Gauri further agrees to maintain comprehensive general liability insurance in amounts reasonable and customary for the industry.

8.2. **Warranties.** Gauri represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable laws, statutes, regulations and codes in force from time to time and will inform the Client as soon as it becomes aware of any changes in applicable legislation.

8.3. **Damages.** Neither Party shall be liable to the other for any (i) loss of profits; (ii) loss of revenue; (iii) loss of goodwill; (iv) loss of opportunity; (v) loss of anticipated savings; (vi) loss or corruption of data; (vi) loss of use of equipment; (v) loss of operation time; (vi) special, indirect, exemplary, incidental, or consequential damages; in each case whether such loss arises under contract, tort (including negligence) or otherwise and whether or not the Parties had been advised of or were otherwise aware of the possibility of such loss or damage or whether such damages were reasonably foreseeable.

8.4. **Aggregate Liability.** Gauri's aggregate liability, whether based on contract, indemnity, warranty, condition, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach of it or from any services covered by or furnished in connection with this Agreement, including liability for damage to or loss of Client's property or any other property situated at or adjacent to the Clients offices shall be limited to the upper limit of Gauri's insurance limits.

8.5. **Costs of Remedy.** Costs incurred by Gauri in providing a remedy shall be deemed to be in full settlement of its liabilities and calculated at the then-current time and materials rates for those services.

8.6. **Health, Safety and other regulatory requirements.** Unless otherwise agreed to in writing, Gauri shall not be liable for any loss or damage whatsoever arising as a result of the services provided under this Agreement not conforming with

any building, health and safety or other legislative or regulatory requirements in respect of the use to which they are put to.

- 8.7. **Exclusions.** Notwithstanding any other provision of this Agreement, nothing contained in this Agreement excludes, seeks to exclude, or will be deemed to exclude any liabilities of either Party for: (i) death or personal injury arising from a Parties negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

9. Team Composition & Key Personnel

Gauri may replace individual staff members assigned to the Client when necessary (due to resignation, illness, undue hardship, etc.) When replacement is necessary, the replacement will have the same skills as the employee replaced, unless otherwise agreed. Gauri will inform the Client's management when an employee is replaced. Unless the change is anticipated in the applicable Statement of Work, Gauri will consult with the Client before increasing or decreasing the size of any project teams and discuss the reasons for the proposed change. Any replacement of key personnel will only be undertaken following a review of the required skills and experience with Client and with Client's consent, not to be unreasonably withheld.

10. Client Co-operation

In connection with Gauri's performance of the services under this Agreement, the Client agrees to provide its full and reasonable cooperation and personnel to enable Gauri to perform the services under this Agreement as reasonably required by a Statement of Work. The Client acknowledges that Gauri's performance is dependent on the timely provision of Client's responsibilities and obligations hereunder and providing Gauri with information, decisions and approvals on a timely basis. Gauri shall be entitled to rely on the Client's information, representations, decisions and approvals in performing the services and shall be excused from any delay, partial or total non-performance, loss, damage, cost or expense whatsoever arising out of inaccurate, incomplete, or untimely information provided by the Client or from the Client's failure to co-operate as reasonably required. Client agrees to provide Gauri with necessary information (hereinafter referred to as the "Information"), and secure from Third Parties all necessary authorisation and consents (hereinafter referred to as the "Consents") for Gauri to be able to lawfully perform the portion of the services relating to any Third Party products (including but not limited to software and hardware) without infringing any Third Party rights including, Third Party copyrights. The provision of Information and Consents by the Client to Gauri shall constitute a license for Gauri to use the Information in the provision of the services. Gauri agrees that the Information will be treated as Confidential Information. Failure on the Client's part to deliver to Gauri all necessary Information and Consents shall excuse Gauri from performing the portion of the services affected by such failure, without prejudice to Gauri's other rights under this Agreement. Furthermore, the Client agrees to retain and back up all data, files and information prior to the commencement of any services and assume sole responsibility for all such data, files and information.

11. Force Majeure

Gauri shall not be liable for any delay in performance or inability to perform any of its obligations in this Agreement due to any acts or omissions of any civil or military authority, war, acts of God, acts or omissions of the Client, fires, strikes or other labour

disturbances, equipment failure, capacity limitations in equipment provided by the Client, fluctuations or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, governmental or parliamentary restrictions, civil commotion or insurrection, flood, tempest or abnormal weather conditions, explosions or any other circumstance beyond Gauri's reasonable control. Gauri may cancel or suspend the provision of services under this Agreement without liability in cases of Force Majeure. If Gauri's performance is delayed by Force Majeure, any stipulated time for performance shall be extended by a period equal to the duration of the Force Majeure event plus a reasonable time for recovery.

12. Other Matters

- 12.1. **Notice.** Any notice in connection with or relating to this Agreement will be in writing addressed to the recipient Parties Authorised Signatory and sent to the recipient's address set out on the first page of this Agreement, or such other address as the recipient Party may have notified. A notice must be delivered by prepaid courier service and will be deemed to have been given on the second Business Day after the day it was handed to a courier.
- 12.2. **Reasonableness.** The Parties consider that the restrictions, limitations and exclusions contained in this Agreement are reasonable in the context of the commercial arrangement agreed between the Parties. If any such restrictions, limitations or exclusions are held to be unenforceable but would otherwise be valid if any part of it were deleted or the amount, period or area of application reduced, then such provision shall apply with such modification as may be necessary to make it valid and effective.
- 12.3. **Severability.** Each clause and sub-clause of this Agreement is severable if any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, and modification of such provision as set out in Clause 12.2 is not possible, then such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 12.4. **Assignment.** The Client shall not assign, sub-contract or deal in any way with any of its rights or obligations under this Agreement or any Statement of Work without the express prior written consent of Gauri's Authorised Signatory, except that the Client shall be free to assign the benefit of this Agreement (subject to the obligations) to any Third Party that purchases all or substantially all of the Client's assets comprising its business. The purchaser shall be liable for all unpaid or partially unpaid invoices under this Agreement.
- 12.5. **Entire Agreement.** This Agreement, together with each Statement of Work, schedules or exhibits, and any Change Orders, set out the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersede all previous agreements, understandings, discussions and negotiations thereto.
- 12.6. **Amendments.** Any subsequent amendment or variation to this Agreement will only be valid if in writing and signed by each of the Parties Authorised Signatory.
- 12.7. **Publicity.** The Client hereby grants permission to Gauri to publicly disclose the fact that this Agreement is in effect between the Parties and to issue information

and/or press releases via print or in multimedia format after execution of this Agreement, announcing completion of milestones hereunder.

- 12.8. **Third Parties.** Nothing in this Agreement, whether express or implied, is intended or will be construed to confer any benefit upon any third party that is not a party to this Agreement.
- 12.9. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with English Law. Both Parties agree to the sole jurisdiction of the English Courts to hear all claims or proceedings arising out of or in connection with this Agreement. The Parties agree that any dispute should first try to be resolved in good faith through meeting and if this fails by mediation by notice of either party using the CEDR model mediation code.

Agreed to by the Parties:

Effective Date: _____

GAURI LTD

Signed by: _____

Name:

Title: Director

Authorised Signatory

The CLIENT

Signed by: _____

Name:

Title:

Authorised Signatory