



(1) **TXP [Name of Which entity] LIMITED**

and

(2) **[CUSTOMER NAME]**

MASTER SERVICES AGREEMENT

This Agreement is made between

- (1) **[TXP COMPANY NAME LIMITED]**, a company registered in England and Wales with company number [XXX] whose registered office is at Suite 103-105 Fort Dunlop, Fort Parkway, Birmingham B24 9FD (**TXP**); and
 - (2) **[CUSTOMER NAME]**, a company registered in [INSERT] with company number [INSERT] whose registered office is at [address] (the **Customer**); and
- (Each a **party**. Together, the **parties**).

RECITALS

- (A) TXP and the TXP Affiliates are in the business of providing the Available Services which include consulting, development and resourcing services.
- (B) The Customer wishes to obtain and TXP and the TXP Affiliates wish to provide such services on the terms set out in this Agreement.
- (C) Where the Customer or a Customer Affiliate requests services from TXP or a TXP Affiliate, and TXP or a TXP Affiliate agrees to provide such services, the relevant parties will enter into a separate SoW in accordance with the terms and conditions of this Agreement.

1. Interpretation

- 1.1. The following definitions and rules of interpretation apply shall throughout this Agreement and any related SoW unless expressly stated otherwise:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Available Services: the consulting, development, resourcing and other services that TXP and the TXP Affiliates are willing to provide to the Customer and the Customer Affiliates as set out at www.txp.co.uk/terms-pages/ from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

control: means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question and the expression **change of control** shall be construed accordingly.

Customer Affiliate: an Affiliate of the Customer.

Deliverables: the deliverables set out in a SoW.

Perm Talent Terms: TXP Talent Limited's standard terms of Business – Introduction of Candidates to Clients for Direct Employment/Engagement from time to time set out at www.txp.co.uk/wp-content/uploads/2025/09/TXP-Talent-Perm-Terms-Aug-2025.pdf.

Services: all of the services, including the Deliverables, supplied by TXP to the Customer as set out in a relevant SoW.

Statement of Work / SoW: the description or specification of the Services agreed in writing between TXP and the Customer in accordance with the process set out in clause 4.

SoW Terms: the relevant terms and conditions which apply to and are incorporated into the SoW as set out in the SoW.

Temp Talent Terms: TXP Talent Limited's standard terms of Business – Supply of Contractor Services to Client from time to time set out at www.txp.co.uk/wp-content/uploads/2025/09/TXP-Talent-Terms-of-Business-for-Clients-V7.pdf.

TXP Affiliate: an Affiliate of TXP

- 1.2. In these Terms, a reference to:
 - 1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2. a Party includes its permitted assigns;
 - 1.2.3. a statute or statutory provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that statute or statutory provision; and
 - 1.2.4. a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.2.5. clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule.
 - 1.2.6. a numbered paragraph will, unless otherwise stated, be deemed to be a reference to the paragraph of that number in the schedule in which the reference is made.
 - 1.2.7. **writing** or **written** includes email but not fax.
- 1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement or any SoW.
- 1.4. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. A reference to writing or written excludes fax but includes email unless expressly stated otherwise.
- 1.7. A reference to legislation or a legislative provision:
 - 1.7.1. Is a reference to it in force as at the time of this Agreement; and
 - 1.7.2. Shall include all subordinate legislation made as at the date of this Agreement.
- 1.8. Any words following the terms including or include or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Term

Option 1 –fixed term

- 2.1 This Agreement shall commence on [the date of the latest signature/specific date] (the **Commencement Date**) and shall continue, unless terminated earlier in accordance with its terms for a period of [INSERT] years at which time it shall terminate automatically without notice.

Option 2 – initial term followed by indefinite term

- 2.2 This Agreement shall commence on [the date of the latest signature/specific date] (the **Commencement Date**) and shall continue, unless terminated earlier in accordance with its terms, for [insert] years (the **Initial Term**) and indefinitely thereafter unless terminated by either party giving the other party not less than [insert] days' prior written notice, such notice not to expire before the end of the Initial Term.]

Option 3 – automatic renewal for multiple fixed terms

- 2.3 This Agreement shall commence on [the date of the latest signature/specific date] (the **Commencement Date**) and shall continue, unless terminated earlier in accordance with its terms, for [insert] years (the **Initial Term**) and shall automatically extend for [insert] years (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party no later than 3 months before the end of the Initial Term or the relevant Extended Term to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

- 2.2 TXP shall be the exclusive supplier to the Customer of the [list category or description of the services] (**Exclusive Services**) during the term of this Agreement. The Customer shall not purchase, directly or indirectly, any services which are the same as or similar to the Exclusive Services from any other person or company during the term of this Agreement. Nothing in this Agreement shall restrict TXP from supplying any services which are the same as or similar to the Exclusive Services to other clients or customers.

3. Talent Resourcing Services

- 3.1 The parties agree that the Perm Talent Terms shall apply where the Customer or a Customer Affiliate requests that TXP or a TXP Affiliate introduces Candidates in connection with a Vacancy (as defined in the Perm Talent Terms). Each request to introduce a Candidate in connection with a Vacancy forms a contract between [RELEVANT TXP ENTITY] and the Customer of the Customer Affiliate.
- 3.2 The parties agree that the Temp Talent Terms shall apply where the Customer or a Customer Affiliate requests that TXP or a TXP Affiliate supplies Contractors (as defined in the Temp Talent Terms) as confirmed in a Contractor Schedule (as defined in the Temp Talent Terms). Each Contractor Schedule forms a contract between [RELEVANT TXP ENTITY] and the Customer of the Customer Affiliate.

4. Statement of Work procedure

- 4.1.1 This Agreement governs the overall relationship of the parties in relation to the Services provided by TXP and TXP Affiliates to the Customer and Customer Affiliates and sets out:
- 4.1.2 In this clause 4, the procedure for the Customer and Customer Affiliates to request the provision of Services from TXP or a TXP Affiliate under separate SoWs; and
- 4.1.3 In Schedule 1, a list of the information which the SoW to be entered into by TXP or a TXP Affiliate and the Customer or a Customer Affiliate will include as a minimum.
- 4.2 The Customer and the Customer Affiliates shall be entitled from time to time to request the provision of any or all of the Available Services from TXP or the applicable TXP Affiliate. All SoW Terms applicable to the Available Services are set out at www.txp.co.uk/terms-pages/
- 4.3 Each SoW shall be agreed in the following manner:
- 4.3.1 the Customer or Customer Affiliate shall ask TXP or relevant TXP Affiliate to provide specified services and shall provide TXP or the TXP Affiliate with as much information as TXP or the TXP Affiliate (as applicable) reasonably requests in order to prepare a draft SoW for the services requested;
- 4.3.2 following receipt of the information requested from the Customer or Customer Affiliate (as applicable), TXP or the relevant TXP Affiliate (as applicable) shall as soon as reasonably practicable either:
- (i) inform the Customer or Customer Affiliate (as applicable) that it declines to provide the requested services; or
 - (ii) provide the Customer or Customer Affiliate (as applicable) with a draft SoW.
- 4.3.3 if TXP or a TXP Affiliate provides the Customer with a draft SoW pursuant to clause 4.3.2 (ii), TXP or the TXP Affiliate (as applicable) and the Customer or the Customer Affiliate (as applicable) shall discuss such with a view to finalising the content of that draft SoW; and
- 4.3.4 both parties shall sign such SoW once the content has been agreed.
- 4.4 A SoW shall not enter into force, be legally binding or have any other effect unless:
- 4.4.1 The SoW has been signed by both parties to it; and
- 4.4.2 As at the date the SoW is signed, this Agreement has not been terminated.
- 4.5 Once a SoW has been agreed and signed in accordance with clause 4.1.4, no amendment shall be made to it except in accordance with the SoW Terms.
- 4.6 Each SoW:

- 4.6.1 Shall be entered into by the Customer or a Customer Affiliate and TXP or a TXP Affiliate;
- 4.6.2 Incorporates the applicable SoW Terms; and
- 4.6.3 Forms a separate contract between its signatories.

5. Limitation of liability

- 5.1. The restrictions on liability in this clause 5 apply to every liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 5.2. Nothing in the Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:
 - 5.2.1. death or personal injury caused by negligence;
 - 5.2.2. fraud or fraudulent misrepresentation; and
 - 5.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 5.3. Subject to clause 5.2:
 - 5.3.1. TXP shall not have any liability to the Customer for any indirect or consequential loss arising under or in connection with this Agreement and the following types of loss and specific loss are wholly excluded by TXP:
 - 5.3.1.1. loss of profits
 - 5.3.1.2. loss of sales or business.
 - 5.3.1.3. loss of agreements or contracts.
 - 5.3.1.4. loss of anticipated savings.
 - 5.3.1.5. loss of use or corruption of software, data or information.
 - 5.3.1.6. loss of or damage to goodwill; and
 - 5.3.1.7. indirect or consequential loss.
 - 5.3.2. TXP's total liability to the Customer arising under or in connection with this Agreement shall be limited to £100,000.
 - 5.3.3. The Customer's total liability to TXP arising under or in connection with this Agreement shall be limited to £100,000.
- 5.4. TXP accepts no liability for the performance by any TXP Affiliate of any SoW entered into by such TXP Affiliate. The Customer accepts no liability for the performance by any Customer Affiliate of any SoW entered into by such Customer Affiliate.

6. Termination

- 6.1. Without affecting any other right or remedy available to it, either party may terminate either this Agreement with immediate effect by giving written notice to the other party if:
 - 6.1.1. the other party commits a material breach of any term of the Agreement or of any SoW and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 6.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 6.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 6.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 6.2. Without affecting any other right or remedy available to it, TXP may terminate this Agreement with immediate effect by giving written notice to the Customer if there is a change of control of the Customer.
- 6.3. On termination of this Agreement, howsoever arising, each SoW then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such SoW, unless terminated in accordance with the terms of such SoW.
- 6.4. Termination of any SoW shall not affect any other SoW or this Agreement.
- 6.5. On termination of this Agreement, the following clauses shall continue in force, clauses 1, 5, 9, 10, 18 and 19.
- 6.6. Any termination or expiry of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or continuation in force of any other clauses or provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination of this Agreement.

7. Consequences of termination

- 7.1. Termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 7.2. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement will remain in full force and effect.

8. Assignment and other dealings

Neither party will without the other's consent assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

9. Confidentiality

- 9.1. Each party undertakes that it will not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (including the other party's Affiliates), except as permitted by this clause 8. Each party may disclose the other party's confidential information (a) to its Affiliates and its and its Affiliates' employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party will ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.1. Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Agreement. In the event of any conflict between the provisions of this Agreement and any non-disclosure agreement entered into solely by the parties prior to the entire execution of this Agreement, this Agreement shall take precedence.
- 9.2. Notwithstanding the provisions of clause 9.1, the Customer shall not unreasonably refuse to agree to the following:
 - 9.2.1. That TXP may announce the fact that it is providing the Services to the Customer or a Customer Affiliate;
 - 9.2.2. That TXP may prepare press releases and appropriate publicity in relation to the Services;
 - 9.2.3. To assist TXP with the preparation of a case study following completion of all or part of the Services;

9.2.4. That all material which has been authorised by the Customer or a Customer Affiliate (as applicable) may be used by TXP or the applicable TXP Affiliate for the purpose of marketing (including being used on TXP's website, social media channels and the Internet generally);

9.2.5. To act as a reference.

- 9.3. Neither party shall make any public announcement or disclose any information regarding the Services, except to the extent required by law or regulatory authority, without the written consent of the other party. The Customer agrees that TXP may use the Customer's logo and a brief description of the Services on TXP's website and/or marketing materials.

10. Non-solicitation

- 10.1. Subject to clause 10.4, to protect the legitimate business interests of TXP and its Affiliates, the Customer covenants with TXP for itself and as agent for each the Customer's Affiliates that it shall not and shall procure that none of the Customer's Affiliates shall (except with TXP's prior written consent):

10.1.1. attempt to solicit or entice away any Restricted Person from the employment or service of TXP or any of its Affiliates;

10.1.2. solicit or entice away any Restricted Person from the employment or service of TXP or any of its Affiliates;

10.1.3. employ, engage or otherwise facilitate the employment or engagement of any Restricted Person;

10.1.4. in competition with the TXP and for services which are the same or similar to the Services under the corresponding SoW, solicit business from or have any dealings or contacts with, any person, firm, company or organisation which TXP or a TXP Affiliate has had contact or dealings with exclusively through the provision of the Services under the Agreement.

- 10.2. The Customer shall be bound by the covenants set out in clause 10.1 during the Relevant Period.

- 10.3. For the purposes of this clause 10:

10.3.1. a **Restricted Person** means any firm, company or person employed or engaged by TXP or any of its Affiliates during the term of the SoW who has been engaged in the provision of the Services or the management of the SoW of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement;

10.3.2. the **Relevant Period** is the term of this Agreement and for a period of twelve months after this Agreement's termination.

- 10.4. The Customer or its Affiliates may employ or engage an employee, person or sub-contractor of the other party who has replied to an unsolicited general advertisement not specifically targeted at the employees or contractors of TXP or its Affiliates.

- 10.5. In the event that the Customer or a Customer Affiliate is found to be in breach of clause 10.1.1 to 10.1.3 (inclusive) then the Customer shall pay TXP by way of liquidated damages an amount equal to as at the time of the breach i) in the case of an employee, their gross annual salary or ii) in the case of a contractor, 12 x monthly payments made in respect of services they have provided. This provision shall be without prejudice to the TXP's right to seek injunctive relief.

11. Entire agreement

The Agreement and the documents incorporated by reference into it, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement or any document incorporated into it. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this clause 11 will limit or exclude any liability for fraud.

12. Variation

Except as set out in this Agreement, no variation of the Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. Waiver

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

14. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14 will not affect the validity and enforceability of the rest of the Agreement.

15. Notices

Any notice given to a party under or in connection with the Agreement will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). A notice may not be given by email. Any notice will be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address and, if sent by a next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16. Relationship of Parties

Nothing in this Agreement is intended to, or shall operate to, create a partnership between its parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. Third-party rights

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

18. Governing law

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

This Agreement has been entered into on the date of the last signature below.

Signed for and on behalf of

[TXP XXX LIMITED]

Signature

Name:

Position:

Date:

Signed for and on behalf of

[NAME OF CUSTOMER]

Signature

Name:

Position:

Date:

SCHEDULE 1

SOW MINIMUM CONTENTS

The SOW is entered into between the parties in accordance with and subject to the terms of the Master Services Agreement entered into between [TXP COMPANY NAME] and [CUSTOMER COMPANY NAME] on [DATE].

Parties

SOW Terms webpage link.

Description of the Services

Deliverables

Term

Any additional Customer obligations

Charges

Invoicing arrangements

Intellectual Property Rights if transferring to the Customer.

Any other provisions which the relevant SOW Terms

Addresses for legal notices (may include email):

Data protection particulars:

1	Parties' roles		
	1.1	Where TXP acts as a processor	[]
	1.2	[Where TXP acts as a controller]	[]
2	Particulars of Processing		
	2.1	Scope	[]
	2.2	Nature	[]
	2.3	Purpose of Processing	[]
	2.4	Duration of Processing	[]
	2.5	Types of Personal Data	[]
	2.6	Categories of Data Subject	[]
3	Technical and organisational measures.		
	[]		