

MASTER SERVICES AGREEMENT

This **Master Service Agreement** (hereinafter referred to as “**MSA**” or “**Agreement**”) is made and entered on _____ (the “**Execution Date**”) and shall be effective as of _____ (the “**Effective Date**”).

By And Between

_____, bearing Company No. _____ having its registered office at _____ (hereinafter referred to as “_____” or the “**Client**”, which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns) of the **One Part**;

And

TestingXperts Limited, bearing Company No. **10491678** having its registered office at 299A Bethnal Green Road, London, E2 6AH, United Kingdom (hereinafter referred to as “**TestingXperts**” or “**Tx**” or “**Supplier**”, which definition shall mean to include its successors-in-interest, subsidiaries, group entities, Affiliates and permitted assigns) of the **Other Part**.

(Hereinafter, TestingXperts and the Client will be collectively referred to as “**Parties**” and individually as “**Party**”).

WHEREAS:

- A. The Client is engaged in the business of _____.
- B. TestingXperts provides a comprehensive spectrum of Digital and Quality Engineering services.
- C. The Client requires the services outlined in Clause 2 of this Agreement, as further detailed in the applicable SOW, to support its business operations. By entering into this Agreement, the Client engages TestingXperts to deliver these services. TestingXperts agrees to provide the services in accordance with the terms, conditions, and compensation specified in this Agreement and the respective SOW.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to terms defined throughout this Agreement, the following terms shall have the meanings indicated below:

- 1.1. “**Agreement**” means this Master Services Agreement and its exhibits, together with all amendments and SOW executed by the Parties from time to time.
- 1.2. “**Affiliate**” means entities that control, are controlled by or are under common control with a Party to this Agreement. For the purpose of the foregoing “control” (including, “controlled by” and “under common control with”) as used with respect to any entities shall mean ownership of more than fifty percent (50%)

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of the stock or other equity interests entitled to vote for the election of the directors or an equivalent governing body.

- 1.3. **"Business Day"** means a day other than Saturday, Sunday, and public holidays on which the clearing banks are generally open for non-automated business in the United Kingdom.
- 1.4. **"Change Order"** means, a document evidencing the agreement of the Parties to a change request, signed by both Parties, in a form agreed between the Parties.
- 1.5. **"Confidential Information"** means all data, materials, products, technology, computer programs, specifications, manuals, business plans, software and hardware system designs, specifications, documentation, code, architecture, structure, protocols, marketing plans, financial information, trade secret, personally identifiable information or personal data, and other information disclosed or submitted, in writing or physical form (including information stored in electronic data systems or in storage media) and which is clearly marked "Confidential" and with a legend that identifies the date of disclosure and references this Agreement. Confidential Information disclosed orally shall be identified as such in writing within thirty (30) days of disclosure.
- 1.6. **"Deliverable"** means any documents, products and materials to be provided by the Service Provider, excluding the Documentation, or its sub-contractors in connection with or relating to this Agreement (including all designs, models, sketches, drawings, inventions and plans) detailed in the relevant SOW.
- 1.7. **"Effective Date"** means the date on which this Agreement becomes operative and binding upon the Parties, as specified in the opening paragraph of the Agreement. The Effective Date may be the same as, earlier than or later than, the Execution Date, depending on the Parties' agreement.
- 1.8. **"Execution Date"** means the date on which the last Party to this Agreement affixes their signature, thereby formally executing the Agreement. This date is specified in the opening paragraph of this Agreement.
- 1.9. **"Intellectual Property Rights"** mean, copyright, trademark, patent, trade secret rights, moral rights, rights of publicity, authors' rights, contract and licensing rights, goodwill, and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, under the laws of any state, country or jurisdiction or any international treaty, regardless of whether they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 1.10. **"Material Breach"** shall mean any substantial violation that significantly undermines the essence of this Agreement, including, but not limited to, failure to perform essential obligations, repeated failure to meet agreed-upon standards, breach of confidentiality obligations, failure to pay fees within the specified Invoicing and Payments terms, actions causing significant harm to the non-breaching Party's business or reputation, and the occurrence of insolvency or bankruptcy. In the event of a Material Breach, the non-breaching Party shall have the right to terminate this Agreement, seek injunctive relief, and pursue any other remedies available at law or in equity.
- 1.11. **"Personnel"** refers collectively to all staff/ worker/ employee/ consultant/ contractor/ engineer appointed or hired by TestingXperts and assigned to provide services to the Client vide the respective SOW and in fulfillment of TestingXperts' obligations under this Agreement and the respective SOW.

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- 1.12. **“Rate”** means the fee for each Personnel engaged under the time and material engagement under the terms and conditions specified under relevant SOW.
- 1.13. **“Services”** shall have the meaning as set forth under clause 2 of this Agreement.
- 1.14. **“Specifications”** refer to the detailed requirements and criteria defining the functionality, features, performance, and standards of the Services as outlined in the relevant SOW. These Specifications ensure that the Services meet the agreed-upon objectives and deliverables, reflecting the intended outcomes and expectations of both Parties.
- 1.15. **“Statement of Work” or “SOW”** shall have the meaning as set forth under sub-clause 2.2 of this Agreement.
- 1.16. **“Source Code”** means human-readable, fully annotated (with programmers’ notes) source code versions of software, along with all available information, proprietary information, technical documentation, specifications, and schematics which will aid and assist the Client in developing, maintaining, supporting, and/or enhancing such software without assistance of any third person or reference to any other materials, and including, but not limited to, all technical and design documentation, requirements documents, documented use cases, user interface mockups, wire-frames and architectural specifications, any other specifications, test plans, technical support databases build scripts, build instructions, schematics, maintenance tools (test programs and program specifications), compiler and assembler descriptions, and a description of the system/program generation.
- 1.17. **“Third-Party Software”** means any software/ material used by TestingXperts relating to the performance of the Services, in respect of which the Intellectual Property Rights are owned by a third-party.
- 1.18. **“Timesheet”** shall have the meaning as set forth under sub-clause 4.1.3.
- 1.19. **“Workplace”** means any premises, place or site where a person performs work for performance of Services.
- 1.20. **“Written” or “In-Writing”** means any communication in a written form, which shall include without limitation all communications by telex, facsimile and electronic mail transmission.

2. SERVICES

- 2.1. TestingXperts shall provide a comprehensive spectrum of Digital and Quality Engineering services that encompass QA/Test Advisory, Software QA/Testing, DevOps, Digital Engineering, and IT Consulting. Additionally, TestingXperts may provide other services (collectively referred to as the **“Services”**) as required or agreed upon with the Client. These Services will be further detailed in relevant SOW executed from time-to-time.

2.2. Statement of Work

- 2.2.1. *Definition:* SOW is a formal document that serves as a detailed agreement between the Client and TestingXperts. It outlines the specific requirements on a project provided by the Client and

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establishes TestingXperts' commitment to deliver the agreed-upon Services in response to those requirements, in exchange for due and valid consideration.

2.2.2. SOW can be executed in various forms, including written proposals approved by both Parties. The SOW must meet the following criteria:

- i. It is signed by authorized representatives of both Parties.
- ii. It includes a comprehensive description and/or specifications of the Services to be delivered. Additionally, it outlines any other relevant terms and conditions that the Parties have mutually agreed upon, tailored to the particular needs and scope of the assignment.

2.2.3. Each SOW executed from time-to-time shall be deemed to be attached as **Exhibit A (Statement of Work)** to this Agreement and shall incorporate its respective annexures, including Annexure-1 (Additional Terms for Time and Material Engagement) for Time and Material Engagements or Annexure-1 (Additional Terms for Fixed Cost Engagement) for Fixed Cost Engagements, as the case may be.

Each SOW (along with the Annexure 1) shall constitute an integral part of this Agreement, and the terms and conditions set forth therein shall be incorporated by reference and governed by the provisions of this Agreement.

2.2.4. *Engagement Basis:* The SOW shall specify the service engagement models detailing whether the services will be provided on a Fixed Cost Engagement or Time and Material Engagement basis. The SOW will further outline the specific services provided by TestingXperts under each engagement type.

2.2.5. *Extension of Services:* The duration of each SOW may be extended upon mutual written agreement. Unless amended in writing, all terms and conditions will remain unchanged for the extended period. Requests for extension must be submitted no later than one (1) month before the original expiration date, with any fee or service adjustments to be mutually agreed upon at least fifteen (15) days before the extension begins.

2.2.6. *Changes and Additional Work:* Any modifications to the scope of services or additional work outside the original scope defined in the SOW will be requested by the Client. If both Parties agree to such changes, they will be documented in a Change Order as per Clause 6.

2.2.7. *Responsibilities and Performance:* The performance of services under this Agreement and any subsequent SOW shall require each Party to fulfill specific responsibilities, with each Party being solely responsible for the performance of its respective obligations, as set forth below:

- i. TestingXperts Responsibilities:
 - a) Execute the services as outlined in the contract and the relevant SOW, ensuring adherence to industry standards and best practices.

- b) Provide regular updates and status reports to the Client, communicating informed project progress, issues, and any changes that could affect the project. Provide regular updates and status reports as required by the MSA and the relevant SOW.
- c) Ensure full compliance with all applicable laws, regulations, and industry standards.

ii. Client's Responsibilities:

- a) Provide a comprehensive description of the project's scope, including specific deliverables, objectives, and expected outcomes, while ensuring that any relevant technical or business requirements are clearly documented and communicated to TestingXperts.
- b) Provide timely access to all necessary documents, data, materials, facilities, systems, or personnel required by TestingXperts to execute their tasks effectively.
- c) Collaborate with TestingXperts by responding to the requests, inquiries, or communications to maintain effective communication throughout the project.
- d) Adhere to all relevant industry regulations, standards, and best practices impacting the project.

2.2.8. *General conditions for performance of services:*

- i. A standard workday is eight (8) hours per day, five (5) days per week.
- ii. Unless specified otherwise in the relevant SOW, the personnel deployed to provide services to the Client shall adhere to the following holiday calendar, as applicable:
 - a) Personnel working on-site at the Client's office shall adhere to the Client's holiday calendar.
 - b) Personnel working from TestingXperts' office in United Kingdom shall follow the Tx United Kingdom holiday calendar unless otherwise agreed in writing to align with the Client's holiday calendar.

3. TERM

- 3.1. Term of this Agreement: This Agreement shall commence on the Effective Date and shall continue to be in effect until terminated by either Party upon providing written notice in accordance with Clause 18 (Termination) of this Agreement.
- 3.2. Term of the SOW: Each SOW shall commence on the effective date specified in the respective SOW and shall be valid for the term specified in the SOW. Any extension of the SOW shall be governed by the provisions set forth in sub-clause 2.2.5 of this Agreement.

4. SERVICE ENGAGEMENT MODELS

4.1. *Time and Material Engagement*

- 4.1.1. Definition: "**Time and Materials Engagement**" refers to a contractual arrangement where TestingXperts provides Personnel to the Client on an hourly/ daily/ monthly basis as specified in

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the respective SOW. The Personnel shall perform services in accordance with the relevant SOW. The fee for the services will be calculated based on the agreed Rate for the Personnel as specified in the relevant SOW.

- 4.1.2. **Rate:** The Rate for Personnel specified in the SOW shall be fixed and exclusive of any VAT or other applicable taxes, which will be charged over and above the agreed Rate. The Client shall be liable to pay for the actual days worked by the Personnel, as documented in Timesheets, at the agreed Rate. However, if the Client requests and provides prior approval for work to be performed on a weekend or a declared holiday, any such work performed by the Personnel shall be billed at one and a half (1.5) times the standard Rate on Saturdays and at twice (2) the standard Rate on Sundays, as agreed in the SOW.
- 4.1.3. **Timesheets:** The Personnel will maintain a spreadsheet detailing dates and hours worked, during the specified period (the “**Timesheet**”). These Timesheets will be submitted to the Client monthly for review and approval, serving as the basis for invoicing. In the event the Client or its customer requires a specific format or procedure for recording date and hours, such format or procedure shall take precedence over Tx’s standard formats. However, the Client shall be responsible for notifying Tx of their required format or procedure prior to the commencement of the engagement under each applicable SOW.
- 4.1.4. **Rate Revision:** Both Parties agree that any rate hikes under the applicable SOW shall be mutually discussed and finalized no later than thirty (30) days prior to the expiration of the respective SOW. These revisions will be reviewed on an annual basis as per TestingXperts' standard annual-hike rates and in line with prevailing market dynamics.
- 4.1.5. **Responsibilities:** TestingXperts shall perform the services in accordance with the terms and conditions set forth in the SOW and this Agreement. The specific responsibilities of both Parties are as set forth:
- i. **Client's Responsibilities:**
 - a) Provide, as necessary, tools and equipment required by TestingXperts' Personnel for the execution of services. The Client shall also manage communication and logistics related to the allocation, maintenance, and return of such resources.
 - b) Ensure that TestingXperts’ Personnel are made aware of and comply with the Client’s onsite policies, procedures, and code of conduct, as applicable.
 - c) Assign tasks, provide necessary approvals, and ensure timely delivery of instructions to the Personnel engaged through the relevant SOW. In the event that TestingXperts’ Personnel are available and ready to perform services, but the Client fails to assign task or provide the required input, TestingXperts retains the right to invoice the Client for the resource’s time at the agreed-upon Rate, specified in the SOW.
 - d) Supply any licensed software, tools, or systems required for the engagement, ensuring that TestingXperts’ Personnel have access to them for the efficient delivery of services.
 - ii. **TestingXperts' Responsibilities:**

- a) Perform the assigned tasks diligently, professionally, and in accordance with the specifications, timelines, and standards outlined in the relevant SOW.
- b) Respect the Client's premises, personnel, policies, procedures, and operations while performing services.
- c) Ensure that all personnel deployed are adequately qualified and skilled to deliver the services outlined in the SOW.
- d) Maintain compliance with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement and the relevant SOW.

4.2. **Fixed Cost Engagement**

4.2.1. **Definition:** "**Fixed Cost Engagement**" refers to a contractual arrangement where TestingXperts provides services to the Client for a predetermined fixed fee for a defined scope. This fixed fee covers all costs associated with the scope of services as defined in the relevant SOW and excludes any additional services not expressly included in the fixed fee.

4.2.2. **Scope and Commercial:**

- i. The scope of services covered under a Fixed Cost Engagement will be detailed in the applicable SOW. The entire scope will be divided into Deliverables, each associated with specific milestones.
- ii. TestingXperts will provide services to the Client as per the Deliverables, Milestones and Commercial, as specified in the relevant SOW.
- iii. The approval procedure for each Deliverable, including any review and sign-off processes, will be outlined in the respective SOW.
- iv. Any additional work or changes to the scope of services beyond those defined in the SOW will be subject to an additional fee and require a written amendment to the SOW.
- v. In the event of delays caused by factors not attributable to TestingXperts, excluding Force Majeure events, TestingXperts may reallocate its resources to other projects to optimize operational efficiency. TestingXperts will notify the Client of such reallocation, and the project will resume upon mutual agreement of revised scope of Services and timelines.

4.2.3. **Fee:** The fee for performance of services, as specified in the relevant SOW shall be fixed and exclusive of any VAT or other applicable taxes, which will be charged over and above the agreed fee. The fixed fee shall be paid according to the terms stipulated in the relevant SOW, based on the completion of specified milestones.

4.2.4. **Responsibilities:** TestingXperts shall perform the services in accordance with the terms and conditions set forth in the SOW and this Agreement. The specific responsibilities are as set forth below:

i. Client's Responsibilities:

- a) Ensure seamless collaboration with any third-party personnel or entities involved in the performance of services under the relevant SOW. This includes timely communication, coordination, and provision of necessary inputs or approvals to facilitate the completion of milestones in accordance with the agreed timelines. Any delays or disruptions caused by lack of collaboration with third parties shall be the responsibility of the Client and may result in adjustments to project timelines or additional costs, as applicable.
- b) In the event of any delay caused by the Client, including but not limited to delays in providing necessary approvals, inputs, resources, access, or other dependencies required for the completion of a milestone, the Client acknowledges and agrees that such delays may impact the timeline for achieving the relevant milestone. Any additional hours expended by TestingXperts as a result of such delays shall be billable separately at the agreed-upon rates, and the milestone timeline shall be adjusted accordingly.
- c) The Client is responsible for all management decisions relating to the Services, and for determining whether the Services are fit for its purposes.

ii. TestingXperts' Responsibilities:

- a) Comply with the project timeline and deliverables' schedule, promptly notifying the Client of any delays or issues that may impact the project completion.
- b) Perform all tasks outlined in the SOW with due diligence, professionalism, and in accordance with agreed timelines, quality standards, and deliverable specifications.
- c) Manage TestingXperts' personnel to ensure efficient performance of services while maintaining compliance with the Client's policies, procedures, and applicable industry standards.

5. INVOICING AND PAYMENTS

5.1. The contact for invoicing and payment queries is:

The Client's Contact:

Name: _____

Phone: _____

Email: _____

CC email: _____

TestingXperts' Contact: accounts.uk@testingxperts.com

5.2. Payment Obligation: The Client shall pay TestingXperts for the Services rendered under this Agreement and any relevant SOWs in a timely manner, in accordance with the terms set forth herein.

5.3. Invoice issuance: Invoices shall be issued by TestingXperts to the Client in accordance with the Invoicing and Payment Terms. This may include periodic invoicing, milestone-based invoicing, or any other agreed-upon schedule.

- 5.4. Net Payment Term: The net payment term shall be thirty (30) days from the date of the invoice the “**Net Payment Term**”). The Client shall make payment for any advance invoice immediately upon receipt, without delay.
- 5.5. Reimbursable Expenses: The Client shall reimburse TestingXperts for any pre-approved expenses incurred in the performance of the Services. TestingXperts shall submit receipts or other documentation for all the expenses claimed. The Client is required to authorize the reimbursable bill within seven (7) days of receipt of the same.
- 5.6. Taxes: The Client shall pay all applicable taxes including the VAT or other applicable taxes, in addition to the fee/Rate payable to TestingXperts hereunder, incurred in connection with, or as a result of, this Agreement and the relevant SOW.
- 5.7. Late Payment:
- 5.7.1. If the Client fails to pay an invoice within the specified Net Payment Term from the date of receipt or does not provide a reasonable explanation for the delay before the due date, TestingXperts shall issue a late payment notice demanding immediate payment.
 - 5.7.2. If the outstanding amount remains unpaid beyond the applicable Net Payment Term, and the breach continues for an additional fifteen (15) days past the due date interest shall accrue on the unpaid amount at a rate of either (i) one and a half percent (1.5%) per month, or (ii) the highest rate allowed by law, whichever is lower.
 - 5.7.3. In addition to interest, TestingXperts reserves the right to recover all costs of collection, including legal fees and expenses incurred in connection with the collection of unpaid amounts.
 - 5.7.4. *Suspension and Termination*: Failure to make payment immediately upon receipt of the late payment notice shall constitute a Material Breach of this Agreement and may result in the suspension of Services by TestingXperts until payment is received, without prejudice to TestingXperts’ other rights.
- 5.8. Invoice Dispute Resolution
- 5.8.1. If the Client disputes any portion of an invoice, they must notify TestingXperts in writing within ten (10) Business Days from receipt of invoice, providing a detailed explanation of the dispute.
 - 5.8.2. TestingXperts will respond in writing within ten (10) Business Days with an explanation and supporting documentation.
 - 5.8.3. TestingXperts’ and the Client’s representative shall engage in discussions held in good faith to resolve the dispute within fifteen (15) Business Days of escalation or as may be agreed upon timeline in writing. Both Parties agree to cooperate and provide all necessary information to facilitate a prompt resolution.

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5.8.4. If the dispute remains unresolved after the discussions between the representatives of both Parties, either Party may pursue further dispute resolution mechanisms as outlined in the Clause 23 (Dispute Resolution) of this Agreement.

5.8.5. During the dispute resolution process, the Client shall pay any undisputed portion of the invoice in accordance with the Invoicing and Payments terms to avoid any disruption of services.

6. CHANGES TO THE SERVICE

6.1. The Client may request changes to the scope of Services described in a SOW by submitting a written Change Order request.

6.2. If TestingXperts decides to consider a Change Order Request, it will notify the Client if the change requires an adjustment to fees or the schedule. The Parties will then negotiate in good faith to adjust fees or the schedules accordingly.

6.3. Within five (5) Business Days of receiving a request for change or submitting a recommendation for change, TestingXperts shall provide a written estimate to Client of:

6.3.1. the time required to implement the change;

6.3.2. any increase or decrease to the fees arising from the change;

6.3.3. the likely effect of the change on the timeline to provide the services; and

6.3.4. any other impact of the change on the SOW.

6.4. TestingXperts will continue to provide services as outlined in the existing SOW until a written agreement on the Change Order is executed.

6.5. Any change to the scope of Services as defined in an SOW must be agreed upon in writing by both Parties through a Change Order. TestingXperts will not be obligated to perform Services related to any change until the Change Order is executed, addressing its impact on TestingXperts' rate schedule, performance schedule, or other obligations.

6.6. Unless and until such amendment is made in accordance with this Clause 6, no such change shall be considered effective, and this Agreement and any relevant SOW shall not in any way be considered to be amended as a result of such change.

7. DESIGNATED CONTACTS

7.1. Each Party will designate in each SOW an individual who will be the primary point of contact (the "**Primary Contact**") responsible for facilitating communication and resolving issues that arise during the performance of the Services, described in each SOW.

7.2. In the event any Party is required to change the Primary Contact, such change must be communicated to the other Party by written notice, specifying the name and contact details of the new Primary Contact.

8. RELATIONSHIP OF THE PARTIES

- 8.1. TestingXperts is performing the Services as an independent contractor, is not an employee, agent, joint venture or partner of the Client, and has no authority to bind the Client by contract or otherwise.
- 8.2. TestingXperts acknowledges and agrees that its Personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that the Client makes available to its employees.

9. PROJECT TEAM AND MANAGEMENT

- 9.1. In accordance with the nature of the work to be performed, the experience and skill required to perform such work, TestingXperts shall staff the team with requisite managers, leads and engineers to perform the Services as required. In exceptional circumstances and for good and valid reasons, the Client may express dissatisfaction with the performance of any of the aforesaid person rendering Services. Upon such notification, TestingXperts shall make all reasonable efforts to address and rectify the performance concerns within fifteen (15) days of receiving the Client's written request. If the concerns are not resolved within this period, TestingXperts shall, upon reasonable prior written notice from the Client, replace the said person with a suitable replacement within a reasonable time frame.
- 9.2. The Client and TestingXperts shall each designate one person as the Project Manager to coordinate the activities and Project(s) (the "**Project Manager**"). There will be regular status reviews between these Project Managers as agreed by both Parties, at mutually agreed time. Such a Project Manager appointed by TestingXperts will be an integral part of Project team and the efforts will be compensated as per the commercial terms in the respective SOW. The Client shall provide TestingXperts with access to its key Personnel to enable TestingXperts perform its services.
- 9.3. TestingXperts reserves the right to change any staff member at any time and after consultation with the Client.

10. CONFIDENTIAL INFORMATION

- 10.1. Each Party agrees that any information concerning the other's business activities, products, research, and technical knowledge, and personal data disclosed by the other Party and identified as confidential shall not, without the disclosing Party's authorization, be disclosed to any other party or used by the receiving Party for its own benefit except as contemplated by this Agreement. The receiving Party shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind, but in any case, no less than a reasonable degree of care, and shall restrict access to Confidential Information to its Personnel on a need-to-know basis.
- 10.2. Nothing in this Agreement shall restrict either Party's use of information (including without limitation, ideas, concepts, know-how, techniques, and methodologies):
 - 10.2.1. that is or becomes publicly available through no breach of this Agreement;
 - 10.2.2. independently developed by it;
 - 10.2.3. previously known to it without obligation of confidence; or

10.2.4. acquired by it from a third-party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either Party receives a subpoena, or other validly issued administrative or judicial process, requesting Confidential Information, the receiving Party shall promptly notify the other Party of such receipt and thereafter may comply with such subpoena or process to the extent permitted by law.

10.3. Upon request by the other Party, Confidential Information shall be returned upon the earliest of following:

10.3.1. the completion of the Services;

10.3.2. termination of this Agreement; or

TestingXperts may retain, subject to the obligations of this Clause, copies of Confidential Information for record-keeping purposes to comply with statutory requirements and facilitate audits.

10.4. TestingXperts agrees to prevent, prosecute, and enjoin any actual or threatened unauthorized copying, reproduction, use, reverse engineering, un-hiding, de-compiling, dissemination or disclosure of source code of any Licensed Product, directly or indirectly, including, without limitation, reverse engineering or any action to decompile, disassemble, modify, adapt, translate or create derivative works based on any component of any Licensed Product, including, without limitation, Embedded or Non-Embedded Supplier Programs.

10.5. The term of this Clause 10 shall survive for three (3) years from the date of termination/expiration of this Agreement until one or more of the exceptions set forth in sub-clause 10.2 applies.

11. DATA PROTECTION

11.1. Both Parties shall comply with all data protection and privacy laws and regulations, including but not limited to the UK GDPR and Data Protection Act, 2018, as well as any other relevant laws governing the processing of personal data. Each Party shall ensure that personal data is processed lawfully, fairly, and transparently, safeguarding the privacy and rights of individuals at all times.

12. RIGHTS IN MATERIALS

12.1. The Client acknowledges that part of the Deliverables may contain previously developed methodologies, certain generic templates, tools, processes, systems data, inventions, algorithms, procedures, materials, or modules of software developed by TestingXperts (collectively, the "**TestingXperts Tools**"), which have been and/or will be used by TestingXperts for other clients as well. TestingXperts, unless otherwise set forth in a SOW, retains absolute ownership and title to all such TestingXperts Tools and hereby grants to the Client an irrevocable, royalty-free, perpetual, worldwide, and non-exclusive license to use the TestingXperts Tools embedded in or forming part of the Deliverables, strictly for the Client's internal business purposes. This license expressly prohibits the Client from sub-licensing, distributing, or commercially exploiting the TestingXperts Tools and the Intellectual Property embedded/connected thereto, in any manner. All such TestingXperts Tools are the exclusive Intellectual Property and Confidential Information of TestingXperts. Additionally, all modifications or derivative works of these tools remain the property of TestingXperts.

12.2. Unless otherwise set forth in the relevant SOW, upon payment of all fees incurred hereunder, the Client shall own, all rights, title and interest in all Deliverables expressly specified in the SOW or expressly named in a

change order including all intellectual property rights therein but specifically excluding the TestingXperts Tools. Subject to the Client's payment of all fees incurred hereunder, TestingXperts hereby assigns and agrees to assign any right, title, or interest TestingXperts may have in the Deliverables to the Client.

13. PERSONNEL WORKING ONSITE AT THE CLIENT'S PREMISES

- 13.1. At the Client's request and subject to the mutual consent of both Parties, TestingXperts will assign consultants or engineers to the Client's facilities for an agreed upon period. The purpose of such assignment will be to gain an understanding of the Client's technology, business, processes and assist in developing, testing, implementing or otherwise using the Deliverables developed in connection with the respective SOW to which they are part of (the **"Onsite Personnel"**).
- 13.2. The Client agrees to provide the Onsite Personnel with a safe and suitable work environment, equivalent to the standards provided to its own employees and in compliance with applicable law. Additionally, the Client will ensure that its facilities are accessible and adequately supported during normal business hours, that its equipment is operational for fulfilling the obligations under this Agreement and the applicable SOW.
- 13.3. It is the responsibility of the Client to provide the Onsite Personnel with workstations equipped with necessary access, including Equipment, log-on IDs, disk space, printer access, phones, identity cards, and adequate workspace. For the purposes of this Agreement, **"Equipment"** refers to any computer hardware or third-party software required to run the Licensed Programs.
- 13.4. The Onsite Personnel will adhere to all applicable safety and workplace rules, provided that reasonable notice of these rules and policies is provided to TestingXperts and the Onsite Personnel.
- 13.5. The Client also agrees to provide reasonable access to its key technical, administrative, and other resources necessary for TestingXperts to perform the Services.
- 13.6. The Client will provide TestingXperts and the Onsite Personnel with all relevant policies, procedures, guidelines, regulations, and a list of holidays observed in the Client's office. While on the Client's premises, TestingXperts' Personnel, representatives, agents, staff, or employees shall comply with all reasonable conduct policies communicated by the Client. Additionally, the Personnel shall attend any required policy or technology training at the Client's expense.

14. INDEMNIFICATION

- 14.1 Each Party shall indemnify the other Party against all direct liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses, loss of profit, loss of reputation)) calculated on a reasonable basis suffered or incurred by the aggrieved Party arising out of or in connection with any claim made against the aggrieved Party for actual or alleged infringement of a third party's Intellectual Property Rights provided by the breaching Party for performance of the Services under this Agreement.
- 14.2 Further, TestingXperts will defend, indemnify and hold harmless the Client from and against any Claim which may be raised by the Client as the result of:

14.2.1 third-party claims or allegations relating to bodily injury or death of any person or damage to real and/or tangible personal property of the Client, during the performance of this Agreement, directly caused by the negligence, bad faith or intentional, culpable or willful misconduct of TestingXperts and its personnel or agents. The indemnification set forth in the sub-clauses 14.1 and 14.2 shall not apply to the extent that such Claim has arisen from:

- i. The Client's or any third-party's misuse or modification of the Deliverables;
- ii. The Client's negligence or willful misconduct or third-party's negligence or willful misconduct.
- iii. use of the Deliverables by the Client other than as permitted under this Agreement;
- iv. use of the Deliverables in conjunction or combination with any other product, software or information (to the extent the infringement would have been avoided absent such conjunction or combination);
- v. information or materials provided by the Client, including Client's own materials, information or data or third-party materials, information or data;
- vi. failure to use corrections and/or enhancements to Deliverables provided by TestingXperts that would have avoided the infringement.
- vii. claims arising from force majeure events or third-party actions outside of TestingXperts' control.
- viii. claims arising from delays in deliverables caused due to Client's act or omission.

14.3 The Client will defend, indemnify and hold harmless TestingXperts from and against any loss, damage, liability, claim, demand, suit and expense, including reasonable attorneys' fee ("**Claim**") which may be incurred by TestingXperts as the result of:

14.3.1 third-party claims brought or threatened against TestingXperts and arising out of materials, information or data, instructions, specifications, or deliverables in furtherance of dependencies provided by the Client to TestingXperts for incorporation into or use in connection with the Services;

14.3.2 any claims brought or threatened against TestingXperts resulting from any agreement between the Client and any of the Client's customer;

14.3.3 third-party claims or allegations relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence, bad faith or intentional, culpable or willful misconduct of the Client and its representatives or agents; and/or

14.3.4 third-party claims arising from the performance, suitability, or functionality of any third-party products, equipment, services provided by the Client.

14.4 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third-party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such claim and shall give the indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection.

- 14.5 The indemnitee shall not make any admission of liability, agreement or compromise or composition in relation to the Claim or make any settlement of any Claim which might give rise to liability of an indemnitor hereunder without the prior written consent of the indemnitor.
- 14.6 The indemnitee shall make available to the indemnitor all requisite information, books and records relating to the claim, and the Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense.

15. LIMITATION OF LIABILITY

- 15.1 The Client acknowledges and agrees that, except as expressly provided in this Agreement, the Client assumes sole responsibility for:
- 15.1.1 results obtained from the use of the Services;
 - 15.1.2 all problems, conditions, delays, caused by the actions or omissions of Client or its agents or its contractor, including but not limited to, hardware, software, network configurations, or other tools and analogous support infrastructure provided by the Client to TestingXperts. In the said event, TestingXperts shall not be liable for any delay or failure in the performance of its obligations under this Agreement; and
 - 15.1.3 loss or damage arising from or relating to any relief event.
- 15.2 Neither Party excludes nor limits its liability to the other Party for any matter for which it would be unlawful for the Parties to exclude liability.
- 15.3 Subject to sub-clause 15.2, neither Party shall in any circumstances be liable whether in contract, tort, misrepresentation, restitution or otherwise, for:
- 15.3.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 15.3.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 15.3.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 15.4 TestingXperts' total aggregate liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the total amount of fee paid by the Client and received by TestingXperts in the preceding twelve (12) months, in respect of the matter giving rise to the claim under relevant SOW. The aggregate liability cap shall apply to all claims arising from or relating to this Agreement, whether arising from a single incident or multiple incidents.
- 15.5 Notwithstanding the foregoing, the liability cap shall not apply to liability arising from gross negligence, willful misconduct, or breach of confidentiality.

15.6 The Client agrees to take all reasonable steps to mitigate any loss or damage it suffers arising out of or in connection with this Agreement.

16 WARRANTIES

16.1 Each Party warrants to the other Party that:

16.1.1 it has the right to enter into this Agreement and perform its obligations in this Agreement and each SOW;

16.1.2 it shall comply with all applicable laws and regulations in the performance of its obligations in this Agreement and each SOW; and

16.1.3 It has all necessary rights, authorizations, or licenses to perform its obligations under this Agreement and each SOW.

16.2 TestingXperts acknowledges that the Client has entered into this Agreement and will enter into each SOW in reliance upon the TestingXperts' expertise in selecting and supplying products and services fit to meet the specifications and requirements.

16.3 TestingXperts warrants and represents that:

16.3.1 use of the Services by the Client as contemplated under this Agreement or an SOW shall not infringe the Intellectual Property Rights of any third-party; and

16.3.2 it has not taken and will not take any confidential information from any previous client and will not use any such information in performing its obligations but instead will rely on its generalized knowledge and skill in performing the Services.

16.4 TestingXperts does not warrant, nor will TestingXperts be responsible for the performance of any third-party product or services, except those provided by subcontractors or Affiliates, subsidiaries, or sister companies of TestingXperts.

16.5 TestingXperts warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall be performed in a workmanlike manner in accordance with applicable commercial standards.

16.6 The foregoing warranty shall only apply provided that:

16.6.1 any deliverables or other materials developed by TestingXperts have not been modified, unless authorized by TestingXperts in writing;

16.6.2 there has been no change in the computer equipment on which TestingXperts installed any software or Deliverables, unless authorized by TestingXperts in writing;

16.6.3 the computer equipment on which any software or Deliverables were installed has sufficient capacity, is in good operating order, and is installed in a suitable operating environment;

16.6.4 any non-conformity, violation or other defect not caused by the act or omission of the Client or any third-party;

16.6.5 Client promptly notifies TestingXperts of the non-conformity, violation or defect after discovery; and

Signature _____ (Client)

Signature _____ (Tx)

- 16.6.6 all fees due to TestingXperts under this Agreement have been duly paid as per Invoicing and Payment terms.
- 16.6.7 the Client has timely and effectively executed its responsibilities, including providing necessary decisions, approvals, and resources, as outlined in the Agreement or relevant SOW, and cooperated with TestingXperts by responding to requests and approvals without undue delay

17 ASSIGNMENT

Neither Party shall assign this Agreement (directly, indirectly, or by operation of law as the result of a merger, sale of equity interest or otherwise) without the other Party's consent, such consent not to be unreasonably withheld and any attempt to do so shall be void.

18 TERMINATION

18.1 Termination without Cause:

18.1.1 Either Party may terminate this Agreement or any SOW without cause upon giving the other Party sixty (60) days' prior written notice. During this notice period, services shall continue to be provided by TestingXperts, and payments shall remain due and payable by the Client as per the terms of this Agreement. Notwithstanding any such termination, ongoing Services under any active SOW shall continue until the completion of the SOW, in accordance with the terms of this Agreement, unless otherwise mutually agreed in writing by the Parties.

18.1.2 During this notice period, for any period in which an SOW remains in effect following the termination of this Agreement, both Parties will be obligated to fulfill their respective obligations specified in this Agreement and the relevant SOW.

18.2 *Termination for Cause:* Either Party may terminate this Agreement or any SOW, by providing the other Party with thirty (30) days' notice in the event of breach of sub-clause 10.1 or 10.3 (Confidentiality Clause), payment default under clause 5 (Invoicing and Payments), or any Material Breach of this Agreement or any SOW. If the breaching Party fails to remedy the breach within the notice period, the Agreement will be terminated upon expiry of the notice. Services will cease effectively from the date this notice is served.

18.3 *Termination for Insolvency:* Either Party may terminate this Agreement and any SOW immediately by written notice if the other Party makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy proceeding, or is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

18.4 Termination and Survival:

18.4.1 Unless otherwise specified in a SOW, the termination or expiration of a SOW shall not automatically result in the termination of this Agreement.

18.4.2 Notwithstanding the above, any obligations undertaken in this Agreement or any SOW that are intended by their nature or terms to extend beyond the term of this Agreement shall survive its termination.

18.5 The Clauses specifying provisions of Data Protection (Clause 11), Rights in Materials (Clause 12), Indemnification (Clause 14), Limitation of Liability (Clause 15), outstanding payment obligation, Warranties (Clause 16), Non-Solicitation (Clause 24), Dispute Resolution (Clause 23) and Governing Law (Clause 22) shall survive termination of this Agreement.

18.6 Post-Termination Transition:

18.6.1 TestingXperts will assist the Client with post-termination transition, at the Client's request, however, this assistance shall not exceed ninety (90) calendar days. The Client shall pay TestingXperts for its post-termination assistance at a rate as agreed under the respective SOW.

18.6.2 Neither Party shall be liable for any loss suffered by the other Party as a consequence of termination of this Agreement.

18.6.3 All material containing any Confidential Information provided to a Receiving Party during the course of this Agreement upon request of the disclosing Party within sixty (60) days after termination shall be returned to the disclosing Party or, be deleted or destroyed by the Receiving Party who shall certify such deletion/destruction thereof.

19 NOTICES

19.1 Any notice or other communication in respect of this Agreement shall be given in English and may be delivered in the manner described below to the address or contact provided under this Agreement and the respective SOW.

19.2 Any notice or other communication under this Agreement and the respective SOW shall be in writing and shall be effective upon the earlier of:

19.2.1 actual receipt; or

19.2.2 five (5) Business Days following deposit into the registered mail (certified mail, return receipt requested); or

19.2.3 the next Business Day following deposit with a nationally recognized overnight courier service; or

19.2.4 the same day following transmission of an email during regular business hours.

19.3 In each case set forth in sub-clause 19.2, the delivery should be addressed to the other Party at the address as may have been notified by the other Party from time-to-time.

20 FORCE MAJEURE

20.1 *Definition and Scope:* Except with regard to payments due to TestingXperts for work/deliverables previously completed, neither Party shall be liable for any delays or failures in performance under this Agreement due to circumstances beyond its reasonable control, which could not have been avoided despite the exercise of due care. Such circumstances may include, but are not limited to, acts of God, natural disasters, war, terrorism, civil unrest, strikes, lockouts, labor disputes, pandemics, governmental regulations or actions, fires, floods, power outages, and interruptions or failures of telecommunications or internet services.

- 20.2 *Notification and Mitigation:* The Party affected by a Force Majeure event shall promptly notify the other Party in writing, providing details of the nature and expected duration of the Force Majeure event, and shall take all reasonable steps to mitigate the effects of the Force Majeure event on the performance of its obligations under this Agreement. In the absence of a notification in accordance with this Clause, both Parties will continue to be bound by respective obligations under this Agreement.
- 20.3 *Extension of Time:* If a Force Majeure event causes a delay or failure in performance, the affected Party shall be granted an extension of time for performance equal to the duration of the Force Majeure event, provided that the affected Party continues to use all reasonable efforts to mitigate the impact of such event on the performance of its obligations under this Agreement.
- 20.4 *Termination Option:* If the Force Majeure event continues for a period of more than ninety (90) days, either Party may terminate this Agreement upon written notice to the other Party. In such an event, neither Party shall be liable to the other for any damages or losses resulting from such termination, except for any payment obligations for services rendered.
- 20.5 *Payment Obligations:* Notwithstanding any other provision of this Clause, all payment obligations of the Client to TestingXperts for services provided prior to the occurrence of the Force Majeure event shall remain due and payable in accordance with the terms of this Agreement.
- 20.6 *Resumption of Performance:* Upon cessation of the Force Majeure event, the affected Party shall promptly resume performance of its obligations under this Agreement and notify the other party of such resumption.
- 20.7 *Limitation:* This Force Majeure Clause does not excuse any Party's obligation to make payments due under this Agreement or to comply with its confidentiality and data protection obligations.
- 20.8 Except with regard to payments due to TestingXperts, neither Party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.

21 ASSET RESPONSIBILITIES

- 21.1 *Purchases of Specific Assets:* Any purchases of specific assets, gadgets, devices, or equipment directed by the Client to be made by TestingXperts for the purpose of performing work by the Personnel on their engagement shall be entirely and solely borne by the Client. The cost of such purchases will be reimbursed to TestingXperts. These purchases must be pre-approved by the Client, in writing, requesting the purchase.
- 21.2 Any Client's asset received by the Personnel or TestingXperts from the Client for the execution of the contract, performance of agreed services, or work under the engagement that later appears faulty, is received in a damaged condition, or becomes damaged during the engagement (other than normal wear and tear) shall not be recoverable from TestingXperts. TestingXperts will not be liable for any costs associated with the repair or replacement of such damaged or faulty assets. The Client will be solely responsible for all assets provided for the performance of services under the respective SOW.

22 GOVERNING LAW AND JURISDICTION

- 22.1 All claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of England and Wales. The Parties irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claims.

23 DISPUTE RESOLUTION

- 23.1 In the event of any dispute, controversy, difference, or claim (including claims arising from or related to tortious conduct) arising out of or in connection with this Agreement, any SOWs, or the Exhibits executed hereunder (collectively, a "**Dispute**"), the Parties shall first attempt to resolve the Dispute amicably through negotiation in good faith. The Party raising the Dispute (the "**Aggrieved Party**") shall initiate such negotiations by providing written notice to the other Party (the "**Breaching Party**"), clearly setting forth the nature of the Dispute, the facts underlying the Dispute, and the specific remedy sought. Upon receipt of such notice, both Parties shall use their best efforts to engage in discussions to resolve the Dispute in an amicable and timely manner.
- 23.2 If the Parties are unable to reach a resolution within thirty (30) calendar days from the date of receipt of the written notice of the Dispute, either Party may pursue any remedies available to it under the applicable law, including but not limited to seeking relief in a court of competent jurisdiction. The provisions of this Clause shall not preclude either Party from seeking immediate injunctive relief or other equitable remedies in cases where such remedies are necessary to prevent irreparable harm or to preserve the status quo pending the resolution of the Dispute.

24 NON-SOLICITATION

Both Parties acknowledge and agree that the personnel (including, but not limited to, employees, consultants, contractors, and other representatives) are valuable assets to the respective Party employing or engaging them.

Accordingly, during the term of this Agreement and for a period of two (2) years following its expiration or earlier termination, neither Party shall, directly or indirectly, on its own behalf or for any third party (including customers, affiliates, or partners), solicit, recruit, hire, or engage as an employee, consultant, or contractor any individual who is or was employed or engaged by the other Party in connection with this Agreement.

25 MISCELLANEOUS

- 25.1 **Terms and Conditions:** Unless the Parties subsequently agree otherwise in writing, the terms and conditions of this Agreement shall govern any services, which TestingXperts may provide to the Client in the future, regardless of whether or not such services are performed pursuant to a SOW.
- 25.2 **Entire Agreement:** This Agreement, including any further appendices, addenda, exhibits, or SOW, constitutes the entire understanding between TestingXperts and Client, and supersedes all prior agreements, arrangements, representations and communications (whether oral or written), regarding the subject matter of this Agreement. The Client and TestingXperts are entering into this Agreement based upon the agreements and representations contained herein for its own purposes.

- 25.3 **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. The remaining provisions shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had not been included. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the original intent of the Parties.
- 25.4 **Communication and Language Clause:** All communications, including but not limited to this MSA, any SOW, amendment, addendum, and any other agreements executed in furtherance of this MSA, shall be conducted and documented in English. In the event that any document or agreement contains provisions in both English and any other language, the English text shall prevail. TestingXperts shall be deemed to have understood and ratified the document based solely on the English version, regardless of any translation provided in another language.
- 25.5 **Insurance:** Each Party will maintain, at its sole expense, insurance in amounts reasonable, in light of such Party's obligations pursuant to this Agreement.
- 25.6 **Sub-contract:** TestingXperts may engage agents or independent contractors to subcontract or assist in providing the Services or fulfilling its obligations under this Agreement. Upon request of the Client, TestingXperts will notify the Client of any such arrangements. Notwithstanding any subcontracting, TestingXperts remains fully responsible for its obligations and liabilities under this Agreement, and any act or omission by its agents or subcontractors shall not relieve TestingXperts of its responsibilities hereunder. All agents or subcontractors engaged by TestingXperts shall be bound by the terms and conditions of this Agreement.
- 25.7 **Non-Exclusivity and Use of Knowledge:** This Agreement is non-exclusive and does not restrict TestingXperts from providing similar services or developing similar materials for other existing or prospective clients. Subject to the confidentiality restrictions in this Agreement, TestingXperts may use its residual and general knowledge, skills, and experience, as well as any ideas, concepts, know-how, and techniques gained during the provision of the Services, on other engagements.
- 25.8 **Supersession of Terms:** The terms and conditions of this Agreement shall govern and supersede any terms or conditions set forth in any SOW executed under this Agreement, unless explicitly stated otherwise in such SOW. In the event of a conflict between the provisions of this MSA and any SOW, the provisions of this MSA shall prevail unless the SOW specifically and clearly states that its terms shall take precedence over this MSA.
- 25.9 **Amendments:** This Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both Parties. Any changes or additions to this Agreement shall be effective only if made in writing and signed by the duly authorized representatives of both Parties.
- 25.10 **Authority:** This Agreement shall become valid and binding upon the Client and TestingXperts only upon execution by both Parties and their duly authorized designees.
- 25.11 **Privity of this Agreement:** This Agreement is not enforceable by any third-party.

Signature _____ (Client)

Signature _____ (Tx)

25.12 **No Waiver:** The failure of either Party to seek redress for the violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act that originally would have constituted a violation from having the effect of an original violation.

25.13 **Counterparts and Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts. This Agreement, along with any SOWs, Exhibits, Addendums, or other documents signed in connection with this Agreement, may be electronically signed using available e-signature platforms. Each Party shall retain copies of the electronically signed documents, with each copy being considered a counterpart.

The Parties have executed this Master Services Agreement as of the date set forth below, and Parties represents that the individuals signing below are duly authorized to execute this Agreement on their behalf.

The Client
Signature:
Name:
Désignation:
Email:
Place:
Date:

TestingXperts Limited
Signature:
Name:
Désignation:
Email:
Place:
Date: