



Master Services Agreement 2026

FRONT SHEET

Date	[●] 2026
FormusPro	(1) GWP Software Solutions LTD (trading as FormusPro) incorporated and registered in England and Wales with company number 07938776 whose registered office is at FormusPro, Unit 4 The Sheepcote, Monks Orchard Farm, Lumbar Lane, Lugwardine, Hereford, HR1 4AG (FORMUSPRO)
Customer	(2)[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Customer)
This Master Services Agreement is made up of this Front Sheet, the Statement(s) of Work and the Conditions as varied, novated, supplemented, amended, or replaced from time to time in accordance with its terms (Agreement). If there is a conflict between the Front Sheet, the Conditions, the Statement(s) of Work (SoW), the Schedule(s) and any attachments, the parties agree that the order of priority (to the extent of the conflict) shall be first the Front Sheet, then the SoW(s), the Schedule(s), the Conditions and then any attachments.	
Commencement Date:	The date of the Agreement or such other date agreed between the parties in writing.
Term:	The Agreement shall commence on the Commencement Date and shall (except as expressly provided otherwise in the Agreement) continue in force for a period of one year (Initial Term) . Thereafter, the Agreement shall (except as expressly provided otherwise in the Agreement) continue in force unless and until terminated by either party giving not less than three months' notice of termination to the other such notice to expire at any time on or after the end of the Initial Term.
Services:	As set out in the attached Statement of Works and as may be further set out in any future Statement of Works.
Charges & Payment Terms:	As set out in the attached Statement of Works and as may be further set out in any future Statement of Works.

The Agreement has been entered into on the Commencement Date.

Signed by for and on behalf of GWP Software Solutions LTD t/a FormusPro	 Authorised signatory Date:
Signed by for and on behalf of Customer	 Authorised signatory Date:



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THE CONDITIONS

(which together with the Front Sheet and any Statement(s) of Work, form the Agreement)

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in Clause 8.1.

Charges: the standard charges for the Services or the framework for calculating them as set out in the Front Sheet and/or the applicable Statement of Work.

Completion Date: the estimated date specified in the Timetable (which may be varied in accordance with clauses 7 or 8) by which FORMUSPRO is to have completed the Works.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to FORMUSPRO in connection with the Works, including the items provided pursuant to Clause 5.1(d).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: any output of the Works to be provided by FORMUSPRO to the Customer as specified in a Statement of Work and any other documents, products and materials provided by FORMUSPRO to the Customer in relation to the Works (excluding FORMUSPRO's Equipment).

FORMUSPRO's Equipment: any equipment, including tools, systems, cabling or facilities, provided by FORMUSPRO to the Customer and used directly or indirectly in the supply of the Works including any such items



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specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

Go-Live Date: the estimated date by which FORMUSPRO will complete the design, build and delivery of the Works as specified in the Timetable.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Services: the services set out in the Front Sheet and/or any Statement of Work.

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with Clause 3, describing the services to be provided by FORMUSPRO, the timetable for their performance and the related matters which may be based on the proforma statement of work set out in Annex 1 to the Front Sheet.

Term: means the term of the Agreement as set out in the Front Sheet.

Third Party Software: software licensed by a third party to FORMUSPRO on the Customer's behalf for inclusion in the Works.

Third Party Software Licence: the licence for use of the Third Party Software as part of the Works.

Timetable: the timetable setting out the time schedule and sequence of events for the performance of this Agreement as set out in the Statement of Work.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Works: the Services which are provided by FORMUSPRO under a Statement of Work.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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.



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1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the Commencement Date in the Front Sheet and shall continue for the Term in accordance with the Front Sheet unless terminated earlier in accordance with Clause 14 (**Termination**).

2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under Clause 2.1, such notice shall terminate this Agreement with immediate effect.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under Clause 2.1.

2.4 The Customer may procure any of the Services by agreeing a Statement of Work with FORMUSPRO pursuant to Clause 3 (Statements of Work).



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2.5 FORMUSPRO shall provide the Works from the date specified in the relevant Statement of Work (subject to Clause 4.2).

3. STATEMENTS OF WORK

3.1 Each Statement of Work shall be agreed in the following manner:

(a) the Customer shall ask FORMUSPRO to provide any or all of the Services and provide FORMUSPRO with as much information as FORMUSPRO reasonably requests in order to prepare a draft Statement of Work for the Services requested;

(b) following receipt of the information requested from the Customer FORMUSPRO shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested Services; or

(ii) provide the Customer with a draft Statement of Work;

(c) if FORMUSPRO provides the Customer with a draft Statement of Work pursuant to Clause 3.1(b)(ii), FORMUSPRO and the Customer shall discuss and agree that draft Statement of Work; and

(d) both parties shall sign the draft Statement of Work when it is agreed.

3.2 Unless otherwise agreed in a SoW, the SoW Charges shall be calculated in accordance with the Charges.

3.3 FORMUSPRO may charge for the preparation of Statements of Work on a time and materials basis in accordance with FORMUSPRO's then current daily fee rates or as may be set out in the Front Sheet.

3.4 Once a Statement of Work has been agreed and signed in accordance with Clause 3.1(d), no amendment shall be made to it except in accordance with Clause 7 (Timetable, extension of time and delays), Clause 8 (Change control) or Clause 18 (Variation).

3.5 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

4. FORMUSPRO'S RESPONSIBILITIES

4.1 FORMUSPRO shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.

4.2 FORMUSPRO shall use reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by FORMUSPRO shall not be of the essence of this Agreement.

4.3 FORMUSPRO shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind FORMUSPRO on all matters relating to the relevant Works (including by signing Change Orders). FORMUSPRO shall use all reasonable endeavours to ensure that the same person acts as FORMUSPRO's manager throughout



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the term of the relevant Statement of Work, but may replace that person from time to time where reasonably necessary in the interests of FORMUSPRO's business.

4.4 FORMUSPRO shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under Clause 5.1(e) provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4.5 FORMUSPRO reserves the right to amend the Statement of Work if necessary to comply with any Applicable Laws, or if the amendment will not materially affect the nature or quality of the Works, and FORMUSPRO shall notify the Customer in any such event.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a)** co-operate with FORMUSPRO in all matters relating to the Works;
- (b)** appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind FORMUSPRO on all matters relating to the relevant Works (including by signing Change Orders);
- (c)** provide, for FORMUSPRO, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by FORMUSPRO including any such access as is specified in a Statement of Work;
- (d)** provide to FORMUSPRO in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by FORMUSPRO in connection with the Works and ensure that they are accurate and complete in all material respects;
- (e)** inform FORMUSPRO of all health and safety and security requirements that apply at the Customer's premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Works it can only do so via the change control procedure set out in Clause 8 (Change control);
- (f)** ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (g)** obtain and maintain all necessary licences and consents and comply with all relevant legislation (including health and safety legislation) as required to enable FORMUSPRO to provide the Works, including in relation to the installation of FORMUSPRO's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;
- (h)** keep, maintain and insure FORMUSPRO's Equipment in good condition and not dispose of or use FORMUSPRO's Equipment other than in accordance with FORMUSPRO's written instructions or



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authorisation;

- (i) ensure that the terms of the Statement of Work and any information it provides in the Statement of Work are complete and accurate; and
- (j) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

5.2 The Customer acknowledges that its use of the Third Party Software is subject to the terms of the Third Party Software Licence (a copy of which can be made available to the Customer upon request).

5.3 The Customer may terminate the Third Party Software Licence upon giving 12 months' written notice to FORMUSPRO (unless expressly provided otherwise in the Third Party Software Licence). Upon termination of the Third Party Software Licence the Customer shall (at its sole cost) return all media on which the Third Party Software is held and the Customer shall cease using the Third Party Software.

6. NON-SOLICITATION

6.1 The Customer shall not, without the prior written consent of FORMUSPRO, at any time from the date on which any Works commence to the expiry of twelve (12) months after the completion of such Works, solicit or entice away from FORMUSPRO or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of FORMUSPRO in the provision of such Works.

6.2 Any consent given by FORMUSPRO in accordance with Clause 6.1 shall be subject to the Customer paying to FORMUSPRO a sum equivalent to 20% of the then current annual remuneration of FORMUSPRO's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

7. TIMETABLE, EXTENSION OF TIME AND DELAYS

7.1 Both parties shall perform their obligations under this Agreement in accordance with the Timetable.

7.2 FORMUSPRO shall use its reasonable endeavours to complete the Works in each stage of the Timetable by the date specified in the Timetable, subject to Clause 7.3.

7.3 FORMUSPRO shall be given an extension of time for any one or more of the stages in the Timetable if one or more of the following events occur:

- (a) a variation to the Works is made at the Customer's request under the change control procedures set out in Clause 8;
- (b) a force majeure event occurs as described in Clause 16; or
- (c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third-party contractors.

7.4 If FORMUSPRO is entitled to an extension of time under Clause 7.3, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under Clause 16, shall estimate the probable extent of the delay.



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7.5 The Customer's manager and FORMUSPRO's manager shall use all reasonable commercial endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Timetable shall be deemed amended accordingly.

7.6 If any stage in the Timetable is delayed at the request of the Customer, or because of acts or omissions of the Customer or its employees, agents or third-party contractors pursuant to Clauses 7.3(a) and/or 7.3(c), FORMUSPRO may, at its sole discretion, notify the Customer:

- (a) that it shall amend or update the Statement of Work to take any such delay into account; and/or
- (b) that it wishes to increase the Charges by an amount not exceeding its reasonable increase in costs in carrying out its obligations under this Agreement as a result of any such delay.

7.7 FORMUSPRO may invoice the Customer for any additional monies that become payable pursuant to Clause 7.6, within 30 days of notifying the Customer of the increase in costs.

7.8 FORMUSPRO shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from FORMUSPRO's failure or delay to perform any of its obligations as set out in this Clause 7.

8. CHANGE CONTROL

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Works;
- (b) the SoW Charges;
- (c) the timetable for the Works; and
- (d) any of the other terms of the relevant Statement of Work.

8.2 If FORMUSPRO wishes to make a change to the Works it shall provide a draft Change Order to the Customer.

8.3 If the Customer wishes to make a change to the Works:

- (a) it shall notify FORMUSPRO and provide as much detail as FORMUSPRO reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) FORMUSPRO shall, as soon as reasonably practicable after receiving the information at Clause 8.3(a), provide a draft Change Order to the Customer.

8.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or



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(b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 28.

8.5 FORMUSPRO may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to Clause 8.3 on a time and materials basis at FORMUSPRO's daily rates specified in the Front Sheet.

9. CHARGES AND PAYMENT

9.1 In consideration of the provision of the Works by FORMUSPRO, the Customer shall pay the SoW Charges to FORMUSPRO in accordance with this Clause 9.

9.2 Where the SoW Charges are calculated on a time and materials basis:

- (a)** FORMUSPRO's daily fee rates for each individual person are calculated on the basis of a seven and a half-hour day, worked during Business Hours;
- (b)** FORMUSPRO shall be entitled to charge an overtime rate of 150% of the daily fee rate set out in the Front Sheet or SoW on a pro-rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and
- (c)** FORMUSPRO shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and FORMUSPRO shall indicate the time spent per individual in its invoices.

9.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

9.4 Regardless of how the SoW Charges are calculated pursuant to Clauses 9.2 or 9.3 above, the total SoW charges shall be paid to FORMUSPRO on the following basis (unless otherwise provided by the SoW):

- (a)** 25% of the total SoW Charges on the Commencement Date;
- (b)** 50% of the total SoW Charges 30 days prior to the Completion Date; and
- (c)** 25% of the total SoW Charges 30 days prior to the Go-Live Date.

9.5 The SoW Charges exclude the following, which shall be payable by the Customer at the time they are incurred, following submission of an appropriate invoice:

- (a)** the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom FORMUSPRO engages in connection with the Works; and
- (b)** the cost to FORMUSPRO of any materials or services (including, but not limited to any software licence fees) procured by FORMUSPRO from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work.

9.6 FORMUSPRO may increase the Charges and any SoW Charges not calculated in accordance with the Charges on an annual basis with effect from each anniversary of the date of this Agreement in line with the percentage



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increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this Agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.7 Any increase in the Charges shall affect:

- (a)** the SoW Charges (to the extent that they are calculated in accordance with the Charges) in Statements of Work in force at the date the increase takes effect; and
- (b)** the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

9.8 FORMUSPRO shall invoice the Customer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, FORMUSPRO shall invoice the Customer at the end of each month for Works performed during that month.

9.9 The Customer shall pay each invoice submitted to it by FORMUSPRO within 30 days of receipt, in full and cleared funds to a bank account nominated in writing by FORMUSPRO from time to time, and time for payment shall be of the essence of the Agreement.

9.10 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay FORMUSPRO any sum due under this Agreement on the due date:

- (a)** the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b)** FORMUSPRO may suspend part or all of the Works until payment has been made in full.

9.11 All sums payable to FORMUSPRO under this Agreement:

- (a)** are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b)** shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. INTELLECTUAL PROPERTY RIGHTS

10.1 In relation to the Deliverables:

- (a)** FORMUSPRO and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
- (b)** FORMUSPRO grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and



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the Deliverables in its business; and

(c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 10.1(b).

10.2 In relation to the Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

(b) grants to FORMUSPRO a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Works to the Customer.

10.3 FORMUSPRO:

(a) warrants that the receipt, use of the Works and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

(b) shall, subject to Clause 13.3, indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of the Works and the Deliverables;

(c) shall not be in breach of the warranty at Clause 10.3(a), and the Customer shall have no claim under the indemnity at Clause 10.3(b) to the extent the infringement arises from:

(i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;

(ii) any modification of the Works or any Deliverable, other than by or on behalf of FORMUSPRO; and

(iii) compliance with the Customer's specifications or instructions.

10.4 The Customer:

(a) warrants that the receipt and use in the performance of this Agreement by FORMUSPRO, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify FORMUSPRO against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by FORMUSPRO arising out of or in connection with any claim brought against FORMUSPRO, its agents, subcontractors or consultants for actual or alleged infringement



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of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials.

10.5 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this Clause 10, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 10.3(b) or Clause 10.4(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11 DATA PROTECTION AND DATA PROCESSING

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 11, **Applicable Laws** means (for so long as and to the extent that they apply to FORMUSPRO) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and FORMUSPRO is the processor.

11.3 Without prejudice to the generality of Clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to FORMUSPRO for the duration and purposes of the Agreement.

11.4 Without prejudice to the generality of Clause 11.1, FORMUSPRO shall, in relation to any personal data processed in connection with the performance by FORMUSPRO of its obligations under the Agreement:

- (a) process that personal data only on the documented written instructions of the Customer unless FORMUSPRO is required by Applicable Laws to otherwise process that personal data. Where FORMUSPRO is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, FORMUSPRO shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit FORMUSPRO from so notifying the Customer;

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(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(i) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

1. the Customer or FORMUSPRO has provided appropriate safeguards in relation to the transfer;
2. the data subject has enforceable rights and effective legal remedies;
3. FORMUSPRO complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
4. FORMUSPRO complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(ii) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(iii) notify the Customer without undue delay on becoming aware of a personal data breach;

(iv) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data; and

(v) maintain complete and accurate records and information to demonstrate its compliance with this Clause 11 and immediately inform the Customer if, in the opinion of FORMUSPRO, an instruction infringes the Data Protection Legislation.

11.5 The Customer consents to FORMUSPRO appointing a third party processor of personal data under the Agreement. FORMUSPRO confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 11.

12. CONFIDENTIALITY



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12.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 12.2(a).

12.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. LIMITATION OF LIABILITY: (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

13.1 Nothing in this Agreement shall limit or exclude FORMUSPRO's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to Clause 13.1, FORMUSPRO shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information; or

(g) indirect or consequential loss.

13.3 Subject to Clause 13.1, FORMUSPRO's total liability to the Customer, whether in contract, tort (including



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negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to one hundred and twenty-five per cent (125%) of the average annual charges (calculated by reference to the charges in successive 12-month periods from the date of this Agreement) paid by the Customer under this Agreement.

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

13.5 Unless the Customer notifies FORMUSPRO that it intends to make a claim in respect of an event within the notice period, FORMUSPRO shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 24 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;



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- (h)** a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i)** a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j)** any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 14.1(c) to Clause 14.1(i) (inclusive); or
- (k)** the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 Without affecting any other right or remedy available to it, FORMUSPRO may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a)** the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than five (5) days after being notified in writing to make such payment; or
- (b)** there is a change of control of the Customer.

14.3 Without affecting any other right or remedy available to it, FORMUSPRO may suspend the supply of Services under the Agreement or any other agreement between the Customer and FORMUSPRO if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in Clause 14.1(c) to Clause 14.1(k), or FORMUSPRO reasonably believes that the Customer is about to become subject to any of them.

14.4 The Customer shall be liable to pay for any work carried out prior to the Termination Date and any reasonable committed costs which are not capable of being cancelled (FORMUSPRO having used all reasonable endeavours to cancel the same). For clarity, "committed costs" shall include any demobilisation costs that the Supplier may incur.

15. CONSEQUENCES OF TERMINATION

15.1 On termination or expiry of this Agreement:

- (a)** all existing Statements of Work shall terminate automatically;
- (b)** the Customer shall immediately pay to FORMUSPRO all of FORMUSPRO's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, FORMUSPRO may submit an invoice, which shall be payable immediately on receipt;
- (c)** the Customer shall, return all of FORMUSPRO's Equipment. If the Customer fails to do so, then FORMUSPRO may enter the Customer's premises and take possession of FORMUSPRO's Equipment. Until FORMUSPRO's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;



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(d) FORMUSPRO shall on request return any of the Customer Materials not used up in the provision of the Works; and

(e) the following clauses shall continue in force: Clause 1 (Interpretation), Clause 6 (Non-solicitation), Clause 10 (Intellectual property rights), Clause 12 (Confidentiality), Clause 13 (Limitation of liability), Clause 15 (Consequences of termination), Clause 19 (Waiver), Clause 21 (Severance), Clause 23 (Conflict), Clause 26 (Dispute Resolution Procedure), Clause 27 (Governing law) and Clause 30 (Jurisdiction).

15.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. FORCE MAJEURE

16.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

16.2 Provided it has complied with Clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:



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(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17. ASSIGNMENT AND OTHER DEALINGS

17.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

17.2 FORMUSPRO may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that FORMUSPRO gives prior written notice of such dealing to the Customer.

18. VARIATION

Subject to Clause 8 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

19.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.



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22. ENTIRE AGREEMENT

22.1 This Agreement constitutes 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.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. CONFLICT

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. THIRD PARTY RIGHTS

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

25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

26. NOTICES

26.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) for notices to FORMUSPRO, sent by email to the address glennpowell@formuspro.com or such address as otherwise specified by FORMUSPRO.

26.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; or

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the



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second Business Day after posting.

26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If such method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

27.3 No counterpart shall be effective until each party has executed at least one counterpart.

28. DISPUTE RESOLUTION PROCEDURE

28.1 If there is a disagreement in relation to this Agreement, Customer and FORMUSPRO shall negotiate and settle the disagreement. If it is not possible to settle the disagreement within 10 Business Days, Customer and FORMUSPRO shall each nominate a senior representative or representatives (or, if they are not available, their appointed deputies) who shall meet to try to resolve the matter. If the matter is not resolved at that level within 10 Business Days of the matter having first been considered by the parties in negotiations, or such longer period as may be agreed by the parties, then the matter may be referred by either party to a meeting to be convened between the managing director (or equivalent) of each party (or, if they are not available, their appointed deputies). If any such meeting fails to result in a settlement within 10 Business Days of such referral to it (or it is not possible to convene such a meeting within this period) then the matter may be referred to the courts.

28.2 The parties shall not refer any dispute to the courts unless and until the dispute resolution procedures of this clause 28 have been followed and the deadline for settlement under Clause 28.1 has expired, except where it is necessary to do so.

28.3 For the avoidance of doubt, the parties' obligations under the Agreement shall not be affected as a result of any matter being dealt with under the dispute resolution procedure in this Clause 28.

29. GOVERNING LAW

This 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 shall be governed by and construed in accordance with the law of England and Wales.

30. JURISDICTION

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