



ai4process

Master Services Agreement

January 2026



AI4Process Ltd
107-111 Fleet Street
London
EC4A 2AB
VAT: 315233635
Company Registration Number:
11812587

Date

SERVICES CONTRACT

Between the parties:

1. Ai4process Ltd (Registration No. 11812587), having its registered office at 107-111 Fleet Street, London, EC4A 2AB, hereinafter referred to as ai4process

and

2. Party Name (Registration No. XXXXXXXXX), based in (Address), hereinafter referred to as the CLIENT;

It is hereby agreed that ai4process shall provide the services specified in the appendix to the Services Contract to the CLIENT and/or CLIENT'S Client ("End Client"), subject to the following terms and conditions:

Article 1 Nature of the agreement

ai4process on behalf of the CLIENT provide services on a non-exclusive basis, either for the CLIENT itself or on behalf of such clients as may be specified in the relevant appendix to this Services Contract.

Article 2 Duration

This Services Contract shall take effect on dd.mm.yyyy and will remain valid for an unspecified period of time.

Article 3 Services Contract

1. The CLIENT shall offer ai4process assignments at its own premises or those of its End Client. If the ai4process accepts an assignment, the parties shall sign an appendix to this Services Contract setting out full details of the assignment.

ai4process is not obliged to accept any assignment offered and may work for other clients.

2. Each assignment set out in the appendix shall be designated with the name of the client, the address at which the services are to be provided, the daily rate of pay, exclusive of VAT, to be charged by ai4process, the term of validity thereof, the duration of said assignment, the possibility of termination, the name of the CLIENT'S contact person for the assignment at hand, the invoicing address as well as any other special provisions concerning said assignment.

3. The services shall be provided for the period specified for the assignment concerned in the appendix to this Services Contract. The assignment shall terminate automatically on expiry of the period of time specified in the appendix to the Services Contract.

Article 4 Provision of services

1. The services shall be provided at the office of the CLIENT or of the End Client unless otherwise specified in writing.

2. ai4process may perform the services itself or engage the services of a duly qualified consultant, bound to ai4process either as an employee (under an employment contract) or on a self-employed basis (under a contract for services) (in the latter case, this may relate to a company or a natural person).

3. ai4process shall perform its professional activities on a freelance basis, autonomously, independently and as it sees fit, and neither ai4process nor any consultants deployed by it in the course of its activities may be treated by the CLIENT or by the End Client as (their own) employees.

5. The directions which may be given by the CLIENT to the ai4process consultants are limited to:

- (a) directions relating to health and safety;
- (b) directions relating to the opening hours of the client's offices and the use of any access badges required and of any time-clock systems which exist;
- (c) directions relating to the use of equipment belonging to the client.

Article 5 Continuity

5.1 Replacement

1. If a consultant to be deployed by ai4process in the performance of the assignment becomes unable to perform the activities owing to long-term illness, death or dismissal, ai4process shall provide a suitable replacement as soon as reasonably possible

5.2 Assignment Completion

1. If the parties agree to cooperate on a given assignment and have confirmed the assignment by signing an appendix to this Services Contract, they must complete the assignment within the agreed time span.

Article 6 Non-disclosure agreement

1. Both parties shall at all times hold in the strictest of confidence all matters which may come to their attention in relation to the assignment, during the course of each assignment arising out of this Services Contract.

Article 7 Fees

1. The fees payable to AI4PROCESS shall be in accordance with the rates set out and agreed upon in the Work Order issued for each consultant.

2. The parties herein acknowledge that, ai4process's payment term is thirty (30) days from the date of receipt of invoice.

3. The fees provided for in the appendix to this Services Contract consists of the Rate exclusive of VAT.

Article 8 Force majeure

1. In the event of a temporary force majeure event, the obligations of the affected party in pursuance of this Services Contract shall remain partially or fully suspended throughout the duration thereof, neither party being liable for the payment of any damages in this regard. The party affected by the *force majeure* event shall inform the other party in writing and furnish evidence as appropriate.

Article 9 Termination of the Services Contract or premature cessation of an assignment

1. Each of the parties shall be entitled in any of the cases referred to hereunder to terminate forthwith the Services Contract, without notice being served and without the need for legal proceedings:

(a) Where a temporary force majeure event is claimed by the other party under Article 8, the period thereof being in excess of three months or when it becomes evident that this delay shall continue for longer than three months;

(b) In the event of either party applying for suspension of payments, or where the other party is declared bankrupt;

(c) In the event of non-compliance by the other party with any outstanding obligations arising from the contract and the fulfilment thereof, where such non-compliance is of such a serious nature that the contract cannot reasonably be claimed to have been complied with and such non-compliance persists.

The party terminating the Contract on this basis may also take (or combine this with) other legal steps to remedy the failure or obtain compensation.

2. Either party may terminate the Services Contract without indicating the grounds therefor but subject to a 4 Weeks' notice period or as agreed with End Client.

3. Termination of the Services Contract must be notified to the other party by official email and shall come into effect once all the current active POs are closed.

Article 10 Data Protection

"Data Protection Legislation" means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

The terms "Personal Data", "Data Controller", "Data Processor" and "process/processing" (and their derivatives) used in this clause [10] shall have the meaning given in applicable Data Protection Legislation.

1. The Parties acknowledge that, for the purposes of the Data Protection Legislation, each Party shall be considered to be a Data Controller with respect to Personal Data processed in connection with this Agreement.
2. Each Party shall comply with the provisions and obligations imposed on them by the Data Protection Legislation when processing Personal Data under this Agreement.
3. If either Party receives any complaint, notice or communication which relates to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Legislation, or if [either Party suffers][any Personal Data processed in connection with this Agreement is subject to] a personal data breach (as defined in the GDPR), it shall immediately notify the other Party and provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

Article 11 Non Solicitation

1. The CLIENT and/or the End Client shall not entice or solicit ai4process's consultant(s) during the term of the assignment and 36 months thereafter.

Article 12 General

1. The appendices referred to in this Services Contract form an integral part hereof.
2. Any amendments or additions to this Services Contract or to the appendices, will be deemed valid only insofar as they are the subject to agreement in writing by both parties.
3. Any amendments or additions to this Services Contract will be noted in the appendices.
4. In the event of conflict between the terms of this Services Contract and those of an assignment, the terms and conditions of such assignment shall prevail.
5. In general, where the CLIENT fails to enforce a provision of this Services Contract at any time, this shall in no way affect its right to demand full compliance by the CLIENT at a later stage. Likewise, where the CLIENT chooses to ignore a breach by the other party of one of its obligations, this shall not equate to abandonment by the CLIENT of its rights arising therefrom in any regard.
6. By starting an assignment specified in an appendix to this Services Contract, the CLIENT accepts the terms of this Services Contract and its appendices.
7. Both Parties agree that electronic signatures may be used to execute this Services Contract. The Parties agree that electronic signatures will have the same force and effect as written signatures. The CLIENT will send the full documents, duly signed, in pdf-format to XXXXXX. Upon reception of the official work order of the client mentioned in the appendix, ai4process will in turn electronically sign the documents and return them to the CLIENT via e-mail in pdf-format.

Article 13 Applicable law and disputes

1. This Services Contract is subject to UK law.
2. The competent court for the UK shall have sole jurisdiction for any dispute relating to the conclusion, interpretation or performance of this Services Contract or other agreements arising here from, together with any other dispute in relation to or concerning this Services Contract, be it legal or factual or both.



Ai4process Ltd

Amit Agrawal

CEO

Date:

CLIENT

Name:

Title:

Date: