



MASTER SERVICES AGREEMENT

CONSULTING AND MANAGED SERVICES



Prepared for:

ABOUT MVW TECHNOLOGY LIMITED

MVW Technology Limited was co-founded in 2020 by Adrian Vieyra and Steve Maytum as a consultancy practice that specialised in the design and delivery of modern workplace solutions, specifically Microsoft 365. Through high-quality and rapid delivery, MVW quickly attracted a loyal client base across all global regions.

Today MVW has over 50 staff supporting 40 clients, with operational presence across all regions.



THE FOUNDERS

Adrian and Steve are the co-founders and senior partners of MVW. Both have considerable careers in infrastructure and workplace technologies.

Adrian is the CEO of MVW and has over 25 years of experience in organisations such as Merrill Lynch, Royal Bank of Scotland, HSBC and Royal Bank of Canada, as well as consulting for Accenture. In his career, Adrian has delivered critical workplace transformations. He has led large internal and external teams, specialising in niche insourcing and divestment programmes.

Steve is the senior adviser of MVW with 30 years of experience in organisations, such as Barclays, Credit Suisse and Royal Bank of Scotland. In his career, Steve has led large workplace transformation programmes and has worked closely with Microsoft and Citrix to support their development of products in line with industry needs.

Working together on a project in 2010 at the Royal Bank of Scotland, Adrian and Steve quickly realised that they had complimentary skills. Steve being a visionary and an architect that can produce great ideas to meet client needs, and Adrian being a rapid and high-quality delivery expert. As a team, Adrian and Steve can create a vision and deliver a vision.

In 2019, when working for a Canadian bank, Adrian and Steve teamed up once again to climb Kilimanjaro, Africa's highest mountain, and in doing so, raised money for the charity UNICEF. It was here where the idea of MVW was first created, and reflections of the two mountains, Kilimanjaro and Mount Meru, appear in the MVW logo today.

ACCREDITATIONS

To support our growth into larger and more regulated markets, MVW maintains the following accreditation:

- Cyber Essentials since 2021
- Investors in People since 2021
- ISO 27001 certified since 2021
- ISO 9001 certified since 2025
- ISO 14001 certified since 2025
- Microsoft Certified Solutions Partner for Modern Workplace since 2022
- Microsoft Certified Solutions Partner for Azure Data & AI since 2024
- Microsoft Certified Solutions Partner for Azure Infrastructure, since 2024
- Carbon Neutral Britain, 2025

OUR CLIENTS

Our focus in this field enables us to remain in touch with the evolution of end-user and infrastructure technologies and apply innovative and effective solutions to meet business needs, whilst aligning to operational, security and regulatory requirements.

Since incorporation, MVW has experienced outstanding growth, with credit to our founders and staff. Some of our clients are listed below.



OUR SERVICES

Today, MVW provide five integrated practices that enable us to meet the needs of our clients.

				
ALISTAIR ROSS Head of Consultancy Services	DAVE PANDIT Head of Project Services	JAMES RAYNER Head of Cybersecurity Services	MIKE SMITH Head of Managed Services	ALISTAIR ROSS Head of AI & Data Services
- Specialising in modern management and cloud platforms - Helping our clients to build their technology strategies and supporting them in their decisions	- A specialised global delivery team that can support our clients in all their project needs - A unique approach that captures the best from all project methodologies	- Ensuring our clients are safe from internal and external threats through 24x7 monitoring and security validation - Providing a comprehensive range of security services to meet all our client needs	- Boost efficiency and manage costs with our Managed Service, freeing your team whilst we handle daily operations. - We'll drive innovation and maintain your competitive edge through proactive technology management and tailored solutions.	- We provide our clients with innovative AI-powered solutions that transform the way they work. - Our services range from low-code/no-code to custom development of bespoke solutions tailored to address your AI and data challenges.

WHY USE MVW

At MVW, we take pride in ensuring that high quality resources remain throughout the lifecycle of your contract.

Below are some reasons for using MVW:

Fast, Accurate and High Quality – the founders of MVW are passionate about their products and services, and are often personally involved in client relationships and the delivery functions. Adrian has an industry reputation for accelerated and accurate delivery, and Steve has an industry reputation for quality, diligence, and strategy. Using their experience, Adrian and Steve have developed a framework for the Change and Run functions that consists of:

- A transparent, task driven delivery approach
- Senior consultant oversight for all managed services and project changes
- A client aligned and cross client “continuous improvement” programme
- A properly documented management standard for all managed services
- All key ITIL processes are defined and followed

Optimal Size – MVW are the perfect size to manage your services. We are not too large so that you get lost in layers of management, and we are not too small, giving us the agility to properly adapt and support you during periods of change.

An ISO 27001 certified Microsoft Solutions Partner – an amazing achievement for such a young company, MVW became ISO27001 certified and a Microsoft Solutions Partner at year 2 and 3 after incorporation.

Access to Microsoft – MVW have the ability to access Microsoft directly using a 24 x 7 support service for escalation.

Not Just a Managed Service Provider – MVW also have a highly successful global consultancy practice, so are supported by industry leading experts. This ensures designs and implementation are properly completed and carries other benefits, such as additional eyes during change management and cyber events. As well as a consultancy practice, MVW Project Services can summon delivery resources at short notice and MVW Resourcing can help build the very best team for the managed service and for the client.

Standards – MVW have developed a comprehensive and proven set of standards for Microsoft 365 and Azure. These are aligned to industry good practice and are documented in a library of content of over 1,000 pages. Today, over 35 companies run a variant of the standards.

Our Track Record – Since incorporation in 2020, MVW have lost no clients, but instead have collected a loyal client base who continue to increase their demand across all of our services.

Financial Stability – after four years of amazing loyalty from our clients, MVW have sufficient working capital to maintain a continuous high-quality service, even when the markets become challenging.

ITIL Style Management – MVW follow a mature set of ITIL processes for all platforms being operated and our staff are trained in ITIL based management. We are happy to follow client process or our own processes.

A Winning Partnership – At MVW, we like to promote a *win-win* partnership with our clients and will go the extra mile to ensure that we are seen as part of the team, working on problems together and celebrating our successes together.

1. SCHEDULE 1 – SERVICE DEFINITION

1.1 SCOPE

1.1.1 IN SCOPE

1.1.2 OUT OF SCOPE

... etc...

2. SCHEDULE 2 – STATEMENT OF WORK

This Statement of Work is issued under and subject to the terms and conditions of the Consulting & Managed Services Agreement dated as of [Insert], between [Insert] (“**Client**”) MVW Technology Limited (“**Consultant**”).

TERMS

Start Date	[Insert]
End Date	[Insert]
[Insert type] Services	Consultant shall provide the [Insert type of Service] services to Client materially in accordance with the <u>Service Definition</u> set out in the annex to this Statement of Work.
Assumptions	As set out in the Service Definition
Deliverables	As set out in the Service Definition
Client Materials	As set out in the Service Definition
Fees	As set out in the Service Definition
Out of scope:	As set out in the Service Definition
Role(s) / Contact person(s):	As set out in the Service Definition
Special conditions:	The following special conditions apply in addition to the terms and conditions of the Agreement: ▪ <u>Travel and Expenses and Extended Hours</u>. The client will pay for all expenses incurred whilst travelling to client sites to perform work. This excludes all MVW offices and sites listed as normal working locations under Schedule 1 – Service Definition. Travel, accommodation and other expenses will only be charged to the client if pre-approved in writing by the client. ▪ <u>Extended Hours</u>. When Consultants are to work extended hours, including evenings, nighttime, weekends or public holidays, these will be charged at the normal day rate declared as fees in Schedule 2 – Statement of Work. If the work is defined as fixed cost, then charges will not be applied, unless declared in a change to the contract (Change Request).

AGREED AND SIGNED by the parties or their duly authorised representatives:

Signed for and on behalf of MVW Technology Limited Ltd (Signature)	Signed for and on behalf of [Client] (Signature)
Name:	Name:
Title:	Title:
Date:	Date:

3. MASTER SERVICES AGREEMENT

CONSULTING AND MANAGED SERVICES AGREEMENT

This Consulting and Managed Services Agreement (“**Agreement**”) is entered into as of **[Insert Date]** (the “**Effective Date**”), between **[Insert]** a **[Insert]** with registered address at **[X]** (“**Client**”), and **MVW Technology Limited**, a company incorporated in England and Wales with company number 12506953 and registered address at Henwood House, Henwood, Ashford, Kent, TN24 8DH (“**Consultant**”).

Client and Consultant desire to have Consultant perform Services (defined below) for Client, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

COMMERCIAL TERMS

TERMS

Start Date	[Insert the Effective Date]
End Date	[insert]
Consultancy and Managed Services	Consultant shall provide the Consultancy and Managed Service to the Client materially in accordance with the <u>Service Definition</u> set out in Error! Reference source not found..
Assumptions	As set out in Schedule 1 - Service Definition
Deliverables	As set out in Schedule 1 - Service Definition
Client Materials	As set out in Schedule 1 - Service Definition
Fees	As set out in Schedule 1 - Service Definition
Out of scope:	As set out in Schedule 1 - Service Definition
Role(s) / Contact person(s):	As set out in Schedule 1 - Service Definition
Special conditions:	The following special conditions apply in addition to the terms and conditions of the Agreement: ▪ Travel and Expenses and Extended Hours. The client will pay for all expenses incurred whilst travelling to client sites to perform work. This excludes all MVW offices and sites listed as normal working locations under Schedule 1 – Service Definition. Travel, accommodation and other expenses will only be charged to the client if pre-approved in writing by the client. ▪ Extended Hours. When Consultants are to work extended hours, including evenings, nighttime, weekends or public holidays, these will be charged at the normal day rate declared as fees in Schedule 2 – Statement of Work. If the work is defined as fixed cost, then charges will not be applied, unless declared in a change to the contract (Change Request).

OPERATIVE TERMS

1. SERVICES

- 1.1 Commercial Terms and Statement of Work. If Consultant is to provide any additional services beyond those specified in the Commercial Terms, both Consultant and Client will execute a statement of work, substantially in the form set out in **Error! Reference source not found.** For the purposes of this Agreement, **"Statement of Work"** includes a reference to the Commercial Terms, as applicable.
- 1.2 The Statement of Work will form a part of this Agreement and will be subject to the terms and conditions contained herein. In the event of a conflict, the terms and conditions of the Statement of Work will take precedence over the terms and conditions of this Agreement.
- 1.3 Performance of Services. Consultant will perform the services described in the Statement of Work (the **"Services"**) materially in accordance with the terms and conditions set forth in the Statement of Work and this Agreement. Consultant shall provide Services to the Client on a non-exclusive basis and agrees to use reasonable skill and care in carrying out the Services. The parties agree that time for performance for the Services is not of the essence,
- 1.4 In the event of any delay or non or partial performance in Consultant's performance of the Services hereunder caused by Client (or any employee or consultant of Client):
 - 1.4.1 the due dates for such performance of the Services (and all subsequent dates) shall be extended by such period as is reasonably necessary to reflect the cause of such delay or non or partial performance; and
 - 1.4.2 Consultant shall not be liable for such delay, non or partial performance of the Services. Consultant agrees to use its reasonable efforts to mitigate the effect of such Client failure or delay.
- 1.5 Delivery. Consultant will deliver to Client the deliverables, designs, modules, software, products, documentation and other materials specified in the Statement of Work (individually or collectively, **"Deliverables"**) in accordance with the terms and conditions set forth in the Statement of Work.
- 1.6 Consultant Personnel. Consultant will perform all Services through its employees and subcontractors (Consultant's employees and subcontractors are referred to collectively as the **"Consultant Personnel"**). If Client (acting reasonably) believes that any Consultant Personnel is not performing the Services with reasonable skill and care, the Client may request the Supplier to remove that Consultant Personnel from Client's account and shall provide reasonable detailed reasons for the request. Client shall not be permitted to request the removal of any Consultant Personnel for reasons relating to gender, race, sexual orientation, religious beliefs and/or any other protected characteristic. Consultant shall remove the relevant Consultant Personnel its cost and will use best endeavours to avoid material interruption to the Services.
- 1.7 Place of Work. Consultant may provide the Services at such times and on such days as Consultant shall decide but shall ensure that the Services are provided at such times as are necessary for the proper performance of the Services. Consultant may provide the Services from such locations as are appropriate in Consultant's judgment. Should Consultant Personnel be required to perform Services at a Client facility then such shall be expressly stated in a Statement of Work and any workplace, computer and security policies and procedures of Client shall be provided to Consultant prior to commencement of the Services. Consultant shall inform Consultant Personnel of such policies and procedures and will comply with such policies and procedures at all times. Where there is no such desire expressed in the Statement of Work, then the default position shall be that the Consultant and Consultant Personnel shall provide the Services remotely.
- 1.8 Equipment. Consultant shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by Consultant Personnel of the Services. Consultant shall use reasonable endeavours to ensure that any computer equipment and associated software which it provides to Consultant Personnel for the purpose of providing the Services contains anti-virus protection with the latest released upgrade from time to time. If, as a matter of convenience, Consultant is provided with equipment by Client for the purposes of carrying out the Services, Consultant shall be responsible for ensuring that they preserve the security and condition of such equipment.
- 1.9 Client Group. Client and other members of its Group (collectively, the **"Client Group"**) are permitted to use the Services provided under this Agreement. **"Group"** means a company and any entity that a party directly or indirectly controls, is controlled by, or is under common control with. Notwithstanding the foregoing, only Client shall have the right to enforce the terms of this Agreement. Client shall be responsible for ensuring that the Client Group complies with the terms and conditions of this Agreement, and any breach by a Group member shall be deemed a breach by the Client.

2. PAYMENT

- 2.1 Fees. As Consultant's sole compensation for the performance of Services, Client will pay Consultant the fees specified in the Statement of Work in accordance with the terms set forth therein. Without limiting the generality of the foregoing, Consultant acknowledges and agrees that, if specified in a Statement of Work, Client's payment obligation will be expressly subject to Consultant's completion or achievement of certain milestones in accordance with the Statement of Work.

- 2.2 Payment Terms. Save where expressly stated in a Statement of Work, all fees and other amounts set forth in the Statement of Work are payable in Pounds Sterling (GBP). Unless otherwise provided in the Statement of Work, Consultant will invoice Client on a monthly basis for all fees payable to Consultant. Client will pay the full amount of each such invoice within thirty (30) days following receipt thereof, except for any amounts that Client disputes in good faith. The parties will use their respective commercially reasonable efforts to promptly resolve any such payment disputes.
- 2.3 Late Payment. In the event of any delay by Client in paying invoices (save for amounts disputed in good faith as set out in clause 2.2), Consultant may at its option: (i) suspend its performance of the Services for the Client (including Services being provided under a different Statement of Work) until payment has been received in full; and/or (ii) charge interest on any overdue amounts from the due date until and including the date of actual payment, accruing on a daily compound basis, at the rate of [4]% per annum above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until payment of the overdue amount, before or after judgment. Client shall pay the interest together with the overdue amount.
- 2.4 Expenses. Unless otherwise specified in the Statement of Work, Client will not reimburse Consultant for any expenses incurred by Consultant in connection with performing Services.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Independent Contractor. Consultant is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between Client and Consultant or any Consultant Personnel. Consultant has no authority to bind Client by contract or otherwise. Consultant will perform Services under the general direction of Client, but Consultant will determine, in Consultant's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Consultant will at all times comply with applicable law.
- 3.2 Consultant acknowledges that any Consultant Personnel provided are not agency workers as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. Consultant shall indemnify and keep indemnified Client against any proper and reasonable losses Client may properly suffer as a direct result of any claim made by or on behalf of any of the Consultant Personnel under the Agency Worker Regulations 2010.
- 3.3 Taxes and Employee Benefits. Consultant shall be responsible for all salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit scheme and any other taxes and deductions payable in respect of Consultant Personnel. Consultant Personnel will not be entitled to any benefits paid or made available by Client to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Client pertaining to any bonus, stock option, profit sharing, insurance or similar benefits.
- 3.4 Liability Insurance. Consultant acknowledges that Client will not carry any liability insurance on behalf of Consultant. Consultant will maintain in force adequate employer's liability insurance, public liability insurance and any other suitable policies of insurance such as professional indemnity insurance in respect of the Consultant and Consultant Personnel during the performance of the Services.

4. OWNERSHIP

- 4.1 Consultant Work Product. Consultant hereby assigns to Client all right, title and interest in and to the Consultant Work Product, with effect from the date that Client pays the applicable Fees in full. This includes all worldwide patent rights (and patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") in the Consultant Work Product. "**Consultant Work Product**" means any Deliverables, any finished product of the Services and any associated materials created by Consultant for Client in the provision of the Services, excluding any Consultant Materials.
- 4.2 At Client's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with Client in all respects, and will cause all Consultant Personnel to assist and cooperate with Client in all respects, and will execute documents and will cause all Consultant Personnel to execute documents, and will take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Consultant Work Product. Consultant hereby appoints the officers of Client as Consultant's attorney-in-fact to execute documents on behalf of Consultant solely for this limited purpose. Consultant represents and warrants to Client that Consultant has not assigned, transferred or otherwise encumbered any right, title and interest in and to any of the Consultant Work Product to any third party.
- 4.3 Consultant Work Product shall not include any and all trademarks (whether registered or unregistered), names and/or logos of Consultant ("**Consultant Marks**") used in connection with the Consultant Work Product, Services and/or the Deliverables. All goodwill in the Consultant Marks shall accrue to the Consultant, and the Consultant is free to use any such Consultant Marks at any time.
- 4.4 Consultant Materials. All right, title and interest in and to the Consultant Materials, including all Intellectual Property Rights are, and shall remain, the property of Consultant. "**Consultant Materials**" means all tools, inventions, products, designs, drawings, notes, documents, templates, scripts, runbooks, standards, information, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer

programs, databases, user interfaces, encoding techniques, and other materials of any kind that Consultant has made, created, conceived or first reduced to practice, or may make, conceive, develop or reduce to practice, alone or jointly with others, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection. The Client is granted a non-exclusive, non-transferable license to use the deliverables solely for their intended purpose as outlined in this Agreement.

4.5 Client hereby agrees and acknowledges that Client will acquire no ownership of or rights in and to the Consultant Materials (save as expressly set out otherwise in the Agreement) and Consultant reserves the right to grant a licence to use the Consultant Materials to any other party or parties. Consultant hereby grants to Client a non-exclusive, royalty-free, limited right and licence to use the Consultant Materials solely to make use of any the Consultant Work Product and the Services for the duration of the applicable Statement of Work. Consultant Materials are protected by copyright law. Any unauthorised reproduction, distribution, or use of Consultant Materials, in whole or in part, without the express written permission of Consultant is prohibited.

4.6 Client Materials. The Consultant may need to use the Client's intellectual property and/or other proprietary materials of the Client ("**Client Materials**") to fully perform the Services and/or provide the Consultant Work Product. The Client hereby grants to the Consultant a non-exclusive and royalty-free right and licence to use such Client Materials and other intellectual property that the Client controls to the extent reasonably necessary to allow the Consultant to fully perform the Services and/or provide the Consultant Work Product. To the extent that the Consultant Work Product includes any Client Materials, this shall remain the property of Client and Consultant acquires no ownership of or rights in and to the Client Materials.

5. CONFIDENTIAL INFORMATION

5.1 For purposes of this Agreement, "**Confidential Information**" means and will include: (i) any information, materials or knowledge regarding Client, Consultant and their applicable business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that was or is disclosed by one party to the other or to which each party had or has access in connection with this Agreement, including the Consultant Materials; (ii) (iii) the terms and conditions of this Agreement. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Consultant or Client; (b) was rightfully in Client or Consultant's possession at the time of disclosure, without restriction as to use or disclosure; or (c) Client or Consultant rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Client and Consultant has held and agrees to hold all Confidential Information in strict confidence, has not used and will not use it in any way, commercially or otherwise, except in accordance with this Agreement, and has not disclosed and will not disclose it to others. Client and Consultant further agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information, including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

6. WARRANTIES

6.1 No Pre-existing Obligations. Each party represents and warrants that it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder its performance of its obligations under this Agreement.

6.2 Non-infringement. Consultant represents and warrants that the Consultant Work Product will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the Consultant Work Product (including Client Materials) is created, developed or supplied by Client or by a third party on behalf of Client.

6.3 Client represents and warrants that Client Materials will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity.

6.4 Non-Solicitation of Personnel. During the term of this Agreement and for a period of one (1) year thereafter, Client will not directly or indirectly solicit the services of any Consultant Personnel for Client own benefit or for the benefit of any other person or entity.

6.5 Agreements with Consultant Personnel. Consultant represents and warrants that all Consultant Personnel who perform Services are and will be bound by written agreements with Consultant under which: (i) Consultant owns or is assigned exclusive ownership of all Consultant Work Product, including all Intellectual Property Rights therein; and (ii) Consultant Personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in Section 5.

7. LIABILITIES AND INDEMNITIES

7.1 Consultant shall not be liable to Client for: losses of profits, business, goodwill, anticipated savings, goods, contract, use or data; or for any special, indirect, consequential, or pure economic loss, costs, damages, charges or expenses. Notwithstanding any provisions in this Agreement (and any Statement of Work), the parties agree and acknowledge that liquidated damages shall not be enforceable, and Consultant shall bear no liability in relation to them.

- 7.2 The total liability of Consultant in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the Agreement shall not exceed £5,000,000.00.
- 7.3 Each party will defend, indemnify and hold the other harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:
- 7.3.1 In the case of the Consultant, save in respect of any Client Materials, any action by a third party against Client that is based on a claim that any Services performed under this Agreement, or the results of such Services (including any Consultant Work Product), or Client's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights;
- 7.3.2 In the case of the Client, any action by a third party against the Consultant that is based on any claim that the Client Materials infringe, misappropriate or violate any third party's Intellectual Property Rights; and
- 7.3.3 any action by a third party against Client or Consultant that is based on any act or omission of Client or Consultant or any Client or Consultant Personnel and that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, or regulation.

8. DATA PROTECTION

- 8.1 To the extent Consultant collects or otherwise processes personal data in connection with provision of the Services, the Data Processing Agreement set out in **Error! Reference source not found.** applies.

9. ANTI-BRIBERY AND ANTI-CORRUPTION

- 9.1 Consultant shall:
- 9.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 9.1.2 comply with Client's Anti-Bribery Policy, which shall be shared with Consultant before the Agreement is signed ("**Anti-Bribery Policy**");
- 9.1.3 have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Anti-Bribery Policy and will enforce them where appropriate;
- 9.1.4 promptly report to Client any request or demand for any undue financial or other advantage of any kind received by Consultant in connection with the performance of this Agreement; and
- 9.1.5 ensure that Consultant Personnel comply with this clause 9.
- 9.2 For the purpose of this clause 9 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

10. TERM AND TERMINATION

- 10.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Consultant is performing Services pursuant to a Statement of Work.
- 10.2 Termination. Without prejudice to any other rights or claims, each party may immediately terminate this Agreement and/or a Statement of work by written notice, as follows:
- 10.2.1 Material breach. If the other party materially breaches any term (including non-payment) and fails to remedy the breach within thirty (30) days of receiving written notice.
- 10.2.2 Bankruptcy. If the other party is subject to a petition in bankruptcy of any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors that is not dismissed within thirty (30) days or the other party is declared bankrupt or has been granted suspension of payment, whether or not temporary.
- 10.3 [Termination for Convenience]. Either party may terminate this Agreement for any reason with ninety (90) days' prior written notice to the other party.]
- 10.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason:
- 10.4.1 Consultant will promptly deliver to Client all Consultant Work Product, including all work in progress on any Consultant Work Product not previously delivered to Client, if any and subject to clause 10.4.3;
- 10.4.2 Consultant will promptly deliver to Client all Confidential Information in Consultant's possession or control; and

10.4.3 Client will pay Consultant any accrued but unpaid fees due and payable to Consultant pursuant to clause 2.

10.5 Survival. Clauses which by their nature are intended to survive the termination of this Agreement and a Statement of Work shall remain applicable after such termination. This includes without limitation the sections regarding warranties, limitation of liability, Intellectual Property, confidentiality, applicable law, and competent courts.

11. GENERAL

11.1 Assignment. Client cannot assign its rights or delegate its obligations under this Agreement to a third party without prior written consent from any (such consent not to be unreasonably withheld or delayed). Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

11.2 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

11.3 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.4 Third Parties. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.5 Force Majeure. Consultant shall not be liable to Client as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event. A "**Force Majeure Event**" means an event beyond the reasonable control of Consultant, including but not limited to strikes, lock-outs or other industrial disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, earthquake or default/failures caused by suppliers or subcontractors.

11.6 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.7 Entire Agreement. This Agreement, together with the Statement of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement and any Statement of Work will be effective only if in writing and signed by the parties hereto.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in determining any dispute (whether contractual or non-contractual) under or in connection with this Agreement.

AGREED AND SIGNED by the parties or their duly authorised representatives:

Signed for and on behalf of MVW Technology Limited Ltd <i>(Signature)</i>	Signed for and on behalf of [Client] <i>(Signature)</i>
Name:	Name:
Title:	Title:
Date:	Date:

4. SCHEDULE 3 - DATA PROCESSING AGREEMENT

1. INTERPRETATION

- 1.1 In this data processing agreement, the following capitalised terms shall have the meanings set out below:

Data Protection Laws means any data protection, privacy or similar laws that apply to Personal Data Processed in connection with the Agreement, including the UK General Data Protection Regulation ("**UK GDPR**"), the UK Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 (including any replacing or superseding legislation), and any amendments to these laws or replacements of these laws. References in this DPA to "**Processor**", "**Controller**", "**Sub-processor**", "**Data Subjects**", "**Supervisory Authority**", "**Personal Data**" and "**Personal Data Breach**" shall have the meanings defined in the Data Protection Laws.

DPA means this data processing agreement;

2. GENERAL

When each party Processes any Personal Data contained within the Client Materials ("**Client Personal Data**") in order to provide or receive the Services, Client shall be a Controller, and Consultant shall be its Processor ("**Client Processing Activities**").

- 2.1 This Data Processing Agreement explains Consultant's and Client's respective responsibilities in relation to the Client Processing Activities.

3. CLIENT OBLIGATIONS

- 3.1 Where Consultant collects Personal Data from Client, or on Client's behalf, Client shall:
- 3.1.1 clearly inform the Data Subjects to whom Personal Data relates of such collection, in accordance with the transparency obligations under Data Protection Laws; and
 - 3.1.2 secure and maintain all consents, permissions and licenses required for Consultant to lawfully transfer Client Personal Data from Client to Consultant.
- 3.2 Client shall indemnify Consultant and keep Consultant indemnified against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) incurred by Consultant arising out of Client's breach of this Data Protection Addendum or Data Protection Laws.

4. CONSULTANT OBLIGATIONS

- 4.1 Client instructs Consultant to Process Client Personal Data as reasonably necessary for the provision of the Services and in accordance with the Agreement. In particular, Client instructs Consultant to Process Client Personal Data as set out in the table below:

Subject matter and duration of the Processing of Personal Data:	Client Personal Data will be processed during the term of the Agreement.
The nature and purpose of the Processing of Personal Data:	Client Personal Data will be processed to enable Client to use the Services.
The types of Personal Data to be Processed:	- Names, email addresses, phone numbers and addresses of users authorised to access the client systems. - For storage purposes only, any other data that the client chooses to store in systems managed by MVW.
The obligations and rights of data controller:	The obligations and rights of the data controller are set out in the Agreement.

5. IN RELATION TO THE CLIENT PROCESSING ACTIVITIES, CONSULTANT SHALL:

- 5.1 only Process the relevant Client Personal Data on Client's documented instructions (which shall include any instructions set out under this Agreement), unless required to do so by Applicable Laws, in which case Consultant shall inform Client of that legal requirement before Processing (unless prohibited from doing so by Applicable Law);
- 5.2 promptly inform Client if, in its opinion, an instruction given by Client infringes Data Protection Laws;
- 5.3 ensure the reliability of any Consultant Personnel who have access to Client Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or appropriate statutory obligations of confidentiality;
- 5.4 implement appropriate security measures to ensure a level of security appropriate to the risk in compliance with Article 32 UK GDPR;
- 5.5 taking into account the nature of the Processing, assist Client by implementing appropriate security measures, insofar as this is possible, for the fulfilment of Client's obligations to respond to requests to exercise Data Subject rights granted under Data Protection Laws;
- 5.6 assist Client in ensuring compliance with its obligations pursuant to Articles 32 to 36 UK GDPR, taking into account the nature of Processing and the information available to Consultant;
- 5.7 notify Client without undue delay on becoming aware of a Personal Data Breach affecting the relevant Client Personal Data and fully cooperate with Client in addressing the Personal Data Breach and its effects;
- 5.8 make available to Client all information necessary to demonstrate compliance with the obligations laid down in this paragraph 3; and
- 5.9 at the choice of Client, either return (to Client) or delete all applicable Client Personal Data, unless domestic law requires storage of any such Client Personal Data.

6. SUB-PROCESSING

- 6.1 Client hereby grants a general authorisation to Consultant to engage the following Sub-processor, in relation to the Client Processing Activities.

Sub-processor	Purpose
Microsoft	Storage of data in Microsoft cloud services such as Microsoft 365 and Microsoft Azure.

- 6.2 Consultant shall procure Client's prior written consent if it intends to replace the Sub-processor listed in paragraph 6.1 or engage any new Sub-processors.

- 6.3 With respect to all Sub-processors:

- 6.3.1 Consultant shall ensure that the arrangement between Consultant and each Sub-processor is governed by a contract, including terms which offer at least the same level of protection for Client Personal Data as those set out in this DPA; and
- 6.3.2 where a Sub-processor fails to fulfil their data protection obligations in respect of Client Personal Data, Consultant shall remain fully liable to Client for the performance of the Sub-processor's obligations.

Signed for and on behalf of
MVW Technology Limited Ltd
(Signature)

Signed for and on behalf of
[Client]
(Signature)

Name:

Name:

Title:

Title:

Date:

Date: