

MASTER SERVICES AGREEMENT

[REDACTED]

and

CONCENTRIX TSC UK LIMITED

Date: [, 2024]

Parties

1. [CLIENT PLEASE ENTER COMPANY DETAILS HERE] (No.) whose registered office is at [insert address here] ("Company").
2. CONCENTRIX TSC UK LIMITED. (No. SC146564) whose registered office is at 1 Central Park Avenue, Central Business Park, Larbert, FK5 4RX ("Concentrix").

Recital

Company and Concentrix have agreed that Concentrix will collaborate on the terms set out in this Agreement.

Operative provisions

1 Definition and Interpretation

1.1 In this Agreement:

Applicable Law	means any law, statute, regulation, regulatory directive, rule of course, delegated or subordinated legislation or notice of any Regulator, as may be adapted, modified or amended from time to time;
Change Control Procedure	means the procedure for control of change set out in Schedule 2 (Change Control Procedure);
Charges	means the charges for the Services as set out in the relevant Statement of Work;
Commencement Date	means [tbc];
Confidential Information	Means all information belonging to a party (whether written, oral or in electronic form) concerning the business and affairs of that party (including all business and marketing strategies, current and future products, research and development activities and know-how and any information that the other party obtains or receives directly or indirectly as a result of the discussions leading up to or the entering into or the performance of this Agreement and includes the contents and existence of this Agreement;
Default	means in relation to either party any breach or non-performance of the obligations of that party under this Agreement (including a material default);
Effective Date	means the date of this Agreement;

Relationship Manager	That person agreed in writing between the parties as being the main contact and liaison for all matters relating to this Agreement;
Rights	means patents, trademarks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights;
Services	means the services described in this Agreement and more particularly in the relevant Statement of Work(s) signed between the Parties;
Statement of Work	means a fully executed copy of the template document set out at Appendix 1 of this Agreement;
Term	means the term of this Agreement referred to in clause 2;
VAT	means Value Added Tax or any equivalent or substituted tax as is or may become chargeable at the rate applicable at the time of the relevant supply in accordance with the Value Added Tax Act 1994 (as amended);
Week	means a seven-day period commencing on a Monday and expiring on a Sunday; and
Working Day	means any day except for Saturdays, Sundays and bank holidays in England and/or Scotland

- 1.2 In the event and to the extent only of any conflict between the clauses and the Schedules this Agreement the clauses shall have priority over the Schedules.
- 1.3 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.
- 1.4 Except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa.
- 1.5 Headings are included in this Agreement for ease of reference only and shall not affect interpretation or construction.
- 1.6 References to clauses and Schedules are, unless otherwise provided, references to clauses and schedules of this Agreement.
- 1.7 Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question to be done by its sub-contractors, employees, officers or agents and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- 1.8 The words "include", "exclude", "including" or "excluding" shall be construed without limitation to the words following.

2 Term and termination

This Agreement shall take effect on the Effective Date and shall (subject to earlier termination in accordance with its terms) for the period of time set out in the Statement of Work.

3 The Services

- 3.1 Concentrix agrees to supply the Services during the Term on a non-exclusive basis, in consideration of the payment of the Charges by the Company and subject to and in accordance with the terms and conditions of this Agreement.

4 Charges

- 4.1 The Charges that shall be payable by Company to Concentrix and Concentrix to Company will be set out in the relevant Statement of Work

- 4.2 Payment of all Charges shall be made strictly within thirty (30) days of receipt of invoice by Company. Invoices shall be sent to the address given below

- 4.2.1 Payments to [CLIENT PLEASE INSERT DETAILS AND TO WHOM INVOICE SHOULD BE ADDRESSED]

- 4.3 In addition to the Charges and subject to receipt of a valid VAT invoice, Company shall pay all VAT on the Charges at the rate and in the manner prescribed by law from time to time.

- 4.4 Where a party disputes any invoice in part or whole, that party shall be entitled to withhold payment of the disputed amount only pending resolution of the dispute by escalation to the agreed parties Relationship Manager.

- 4.5 In the event that any charges or other amounts (including the Charges) due under this Agreement shall remain unpaid after the last day on which they are payable, such fees, payments or costs shall bear interest at the rate of 4% per annum above the Bank of England base rate in force from time to time. Interest due shall be calculated on a daily basis and shall be payable on demand.

5 Change control

Not used

6 Standards of practice and Compliance with Applicable Laws

- 6.1 Both parties shall provide all Services and act in accordance with the terms of this Agreement and recognised good industry practice.

7 Intellectual property rights

Additional definitions:

"Concentrix Material"	means materials created by Concentrix or any employee, agent or sub-contractor of Concentrix in the course of performing the Services, or for the purpose of performing the Services, excluding Concentrix Background IPR
"Concentrix Background IPR"	means the Background IPR of Concentrix, including Concentrix Methodologies
"Concentrix Methodologies"	means the means or measures used to create the Database or any business insight and analytical services including any proprietary analytical models, methodologies, algorithms or similar used in the creation of such Database; for the avoidance of doubt this does not include any Background IPR and/or data supplied to Concentrix by, or on behalf of, Company

- 7.1 All pre-existing Intellectual Property Rights shall vest in the party to whom they belonged prior to the commencement of this Agreement. Nothing in this Agreement shall transfer or grant any rights in any other Intellectual Property Rights owned or licensed by one party to the other save for the limited licences expressly set out in this Agreement.
- 7.2 Intellectual Property Rights in the Services and any deliverables that are specifically developed or created by Concentrix solely and exclusively for the Company will be vested in the Company.
- 7.3 Where the deliverables or Services contain material as defined in 7.2, then Company will be granted a perpetual for the Term of the Agreement, non-exclusive, transferable, worldwide, royalty free licence in respect of such pre-existing Concentrix material, to the extent necessary to use such deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 7.4 Concentrix shall indemnify and keep Company indemnified from and against any and all demands, claims, proceedings, losses, damages, costs and expenses (including reasonable legal costs) suffered, incurred or sustained by Company as a result of or in connection with any action, claim or proceedings made or brought by any person alleging that the provision, receipt, use or possession of Concentrix Rights infringe the Rights of any person.
- 7.5 Company shall indemnify and keep Concentrix indemnified from and against any and all demands, claims, proceedings, losses, damages, costs and expenses (including court and legal costs assessed on a solicitor-client basis, and other professional costs and expenses) and other liabilities of whatever nature (whether foreseeable or not) suffered, incurred or sustained by Concentrix as a result of or in connection with any action, claim or proceedings made or brought by any person alleging that the provision, receipt, use or possession of the Company Rights or other products or materials provided by Company in the course of receiving the Services infringes the Rights of any person.

8 Confidentiality and Protection of Personal Data

In this Agreement

“Company Data” means all information, data or records which would be construed as Personal Data of whatever nature and in whatever form relating to the business, employees or other activities of the Company and its group companies, whether subsisting before the date of this Agreement or as created or processed as part of, or in connection with, the Services;

“Data Protection Legislation” means the following legislation to the extent applicable from time to time: (a) Data Protection Act 2018 & UK General Data Protection Regulation (b) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (c) the General Data Protection Regulation (2016/679) and any national law issued under that Regulation; and (d) any other similar national privacy law;

“EU Law” means European Union law, the law of any state that is a Member State of the European Union on the date of this Agreement and the law of any state that subsequently becomes a Member State of the European Union;

“Personal Data” means any personal data (as such term is defined in Data Protection Legislation) processed as part of the Services;

- 8.1 Both parties will comply with Data Protection Legislation when processing Personal Data under this Agreement.
- 8.2 The scope of the processing carried out by the parties under this Agreement, if applicable, will be set out by execution of the template documentation contained at Schedule 3 (Data Processing Amendment and Schedule 4 (Data Processing Appendix))

9 Anti-Bribery

The parties shall comply with their respective obligations under the Bribery Act 2010 and any re-enactment thereof

10 Warranties

10.1 Each party hereby warrants and represents to the other party that:

10.1.1 it has the full capacity and authority and all necessary licences, permits and consents to enter into and to provide the Services under this Agreement;

10.1.2 this Agreement is executed by a duly authorised representative of the party in question;

10.1.3 this Agreement constitutes valid, binding and enforceable obligations of the party in question in accordance with their terms;

10.1.4 the execution and delivery of this Agreement and the performance by the party in question of its obligations under them will not:

(i) result in a breach of any provision of their Memorandum or Articles of Association;

(ii) result in a breach of, or constitute a default under, any instrument agreement or arrangement to which the party in question is a party or by which the party in question is bound; or

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the party in question is a party or by which the party in question is bound;

10.1.5 the provision of the Services and Company's use thereof in accordance with this Agreement shall not at any time infringe any Rights of any third party;

10.1.6 it shall discharge its obligations pursuant to this Agreement with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause) in accordance with its own established internal procedures; and

10.1.7 the Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to all applicable health and safety legislation) from time to time throughout the Term.

10.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose and suitability) are hereby excluded to the extent permitted by law.

11 Liability

11.1 Neither party excludes or limits liability to the other party for fraud nor for death or personal injury arising from its negligence or that of its employees, agents or sub-contractors.

11.2 Without prejudice to clause 12.1 or clause 12.2 and subject to clause 12.4 in no event shall either party be liable to the other (including under clauses 9 or 13 respectively) for:

11.2.1 loss of profits (whether direct or indirect), business, revenue, goodwill or anticipated savings; and/or

- 11.2.2 indirect or consequential loss or damage.
- 11.3 The parties agree that Concentrix shall not be liable under or in connection with this Agreement howsoever arising for any non-performance of the Services to the extent that any failure to provide the Services, is due to Concentrix acting in accordance with Company instructions, any failure by Company to comply with its obligations under this agreement, (or any other equipment which is owned or under the control of the Company and necessary for the provision of Services by Concentrix although not used by Concentrix)
- 11.4 Subject always to clause 11.1, the total liability under or in respect of this Agreement of either party for any claim of whatsoever nature against the other (including without limitation any claim in respect of any tort (including negligence)) shall in no event exceed the total value of invoices raised in the 12 month period subsequent for each event or series of related events.
- 11.5 The parties expressly agree that should any limitation or provision contained in this clause 11 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 12 Confidentiality**
- 12.1 Each of Company and Concentrix hereby undertakes to the other to:
- 12.1.1 keep confidential all Confidential Information belonging to the other;
- 12.1.2 treat Confidential Information belonging to the other with the same degree of care that it uses for its own confidential information;
- 12.1.3 not, without the prior written consent of the other, disclose Confidential Information belonging to the other in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the provision or receipt of the Services and who need to know the Confidential Information in question; and
- 12.1.4 use the Confidential Information belonging to the other solely in connection with the provision or receipt of the Services and not for its own benefit.
- 12.2 Each of Company and Concentrix hereby undertakes to the other to make all relevant employees aware of the confidentiality of the Confidential Information belonging to the other and the provisions of this clause 13 and, without limitation to this clause 12, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 12 and indemnify the other party against any breach of this clause 12.
- 12.3 The provisions of clauses 12.1 and 12.2 shall not apply to any information which:
- 12.3.1 is or becomes public knowledge other than by breach of this clause 12;
- 12.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- 12.3.3 is independently developed without access to any Confidential Information belonging to the other.
- 12.3.4 Requires to be disclosed by a court of law
- 12.4 and in each case the receiving party can prove to the reasonable satisfaction of the disclosing party that such state of affairs exists.

12.5 Both parties recognise that damages alone may not be sufficient in the case of an actual or threatened breach of Confidential Information and so either party is free to seek the remedies of interdict, or specific implement without prejudice to other rights contained in this clause 12.

12.6 Nothing in this clause 12 shall prevent Concentrix from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information belonging to the other or an infringement by Concentrix of any Rights.

13 Termination

13.1 Either party may at any time by notice in writing terminate this Agreement as from the date of service of such notice if the other party passes a resolution, or the Court makes an order that the other party be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the other party, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

13.2 Either party may at any time by notice in writing terminate this Agreement with immediate effect or (at the discretion of the terminating party) with a notice period of any length of time (at the discretion of the terminating party) not exceeding six months, if the other commits a material breach of this Agreement and if:

13.2.1 such material breach is capable of remedy and the defaulting party shall have failed to remedy the material breach within thirty (30) days of written notice to the defaulting party specifying the material breach and requiring its remedy; or

13.2.2 the material breach is not capable of remedy.

13.3 For the avoidance of doubt, during any notice period leading to termination of this Agreement Concentrix shall provide the Services on the terms of this Agreement, the Company shall pay the Charges on the terms of this Agreement and the parties shall otherwise act in accordance with the terms of this Agreement.

14 Consequences of termination

14.1 Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this Agreement and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination (in relation to accrued liabilities at the date of termination) and any other clauses to the extent necessary for their effectiveness or interpretation.

14.2 Upon termination of this Agreement for any reason:

14.2.1 any outstanding Charges for Services actually rendered or irrevocably committed to shall remain due and payable by Company to Concentrix in accordance with the terms of this Agreement (including for the avoidance of doubt, any applicable early termination fee(s) as set out in a Statement of Work);

14.2.2 The parties shall return to all Confidential Information, and any other property (including information and all copies thereof) belonging to Company and warrant in writing that no copies of any of the aforesaid property have been retained. If Concentrix fails to return such property as aforesaid on or before the date of termination.

15 Insurance

The parties to arrange and maintain throughout the Term the following insurance coverage. Such insurance policies shall be with a reputable insurance.

Concentrix Insurance	Minimum Limit
Employer's liability insurance	£1,000,000
Professional indemnity insurance	£1,000,000
Public liability insurance	£1,000,000

Company Insurance	Minimum Limit
Employer's liability insurance	[]
Professional indemnity insurance	[]
Public liability insurance	[]

16 Force Majeure

- 16.1 In this Agreement, "Force Majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to, events, beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs, or other industrial disputes (except in each case only involving the workforce of the party so prevented), act of God, war, riot, civil commotion, malicious damage, compliance with any emergency governmental order or direction, accident, unavoidable breakdown of plant or machinery, fire, flood, war, civil war, armed conflict, or terrorist attack, nuclear, chemical or biological contamination.
- 16.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, the party affected by Force Majeure shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure event during the continuation of such events.
- 16.3 If either party is prevented from performance of its obligations for a continuous period in excess of 30 days the other party may terminate this Agreement forthwith on service of written notice upon the party affected by Force Majeure.
- 16.4 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure shall take all steps as are necessary to bring the Force Majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

17 Entire agreement

- 17.1 This Agreement shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Agreement and shall supersede all previous Agreements between the parties.
- 17.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding (whether innocently or negligently made) of any person other than as

expressly set out in this Agreement provided that nothing in this clause 17.2 shall limit a party's liability for fraudulent misrepresentation.

18 Variation

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties. Any alteration that has not been agreed by this process shall be deemed void and unenforceable.

19 Severability

If any court or competent authority finds that any clause of this Agreement (or part of any provision) is invalid, illegal or unenforceable, the enforceability of any other clause or provision of this agreement shall not be affected.

20 No partnership, etc.

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to demonstrate that either party is or has become the agent of the other for any purpose whatsoever.

21 Waiver

Unless otherwise agreed in writing, no failure by either party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

22 Notices

22.1 All applications notifications consents approvals statements and notices under this Agreement must be in writing and signed by or on behalf of the party giving it and will be served by:

22.1.1 delivering it personally; or

22.1.2 sending it by recorded delivery or registered post; or

22.1.3 sending it by fax

22.2 Any such notice shall be deemed to have been received:

22.2.1 if delivered personally, at the time of delivery;

22.2.2 in the case of recorded delivery or registered post, 2 days from the date of posting if from and to an address in the United Kingdom or Northern Ireland; and

22.2.3 if sent by fax when confirmation of its transmission has been recorded on the sender's fax machine provided that if deemed receipt occurs after 5pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9am on the next Working Day.

22.3 The addresses and fax number of the Parties for the purposes of this clause 23 shall be as set out below or as otherwise notified by the Parties to each other from time to time in writing on no less than 5 Working Days' notice.

22.4 Company:

Chief Executive Officer
Xxx Limited
Address line
Address line

Fax: 12345678

22.5 Concentrix:

Legal Team

Concentrix TSC UK Ltd
1 Central Park Avenue,
Central Business Park
Larbert
FK5 4RX

with a copy to

LegalUK@concentrix.com

23 Indemnities

Where any indemnity ("**Indemnity**") is given by one party ("**Indemnifying Party**") to the other ("**Other Party**") the following terms shall (save as otherwise provided in this Agreement):

- 23.1 the Indemnifying Party shall indemnify the Other Party against its reasonable legal costs and disbursements in relation to the Relevant Claim;
- 23.2 each party shall promptly notify the other of any circumstances that could reasonably give rise to a Relevant Claim (provided however that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability under the indemnity unless and only to the extent that such failure results in prejudice to or forfeiture of substantive rights or otherwise results in an increase in the liability of the Indemnifying Party);
- 23.3 the Other Party shall not make any admission or compromise (save where required by court order or governmental regulations) which is prejudicial to the defence or settlement of any matter to which the Indemnity applies without the consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed; and
- 23.4 the Other Party shall supply all reasonable assistance required by the Indemnifying Party for the purpose of contesting any Relevant Claim on receiving an indemnity from the Indemnifying Party in a form reasonably acceptable to it against its costs and expenses (including legal costs and disbursements on a solicitor/client basis) incurred in doing so.

24 Announcements

The text of any press release or other communication to be published and/or released by or in the media by either party in relation to the existence or subject matter of this Agreement shall require prior approval of the other party PROVIDED that if any such announcement is required to be made by law, regulation or the rules of any investment exchange (including for the purposes of obtaining a listing on such investment exchange) the prior approval of the other party shall not be required but such other party shall (to the extent practicable) be shown the text of such announcement and be given the opportunity to comment on such text prior to such announcement being made.

25 Third party rights

No third party shall have any rights to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

26 Governing law and jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England and Wales. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

27 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together evidence the same agreement.

28 Dispute Resolution

- 28.1 Subject to clause 28.2 any dispute which may arise between the Parties concerning this Agreement shall be determined as follows:

- 28.1.1 dispute shall first be referred to the Company Account Director and Concentrix the Account Director who shall negotiate in good faith in an attempt to resolve the dispute as speedily as possible. If those negotiations do not result in a settlement

of the dispute within 7 days, either Party may refer the dispute to the Chief Operating Officer of Concentrix and the Chief Operating Officer of Company; and

28.1.2 if the Chief Operating Officer of Concentrix and the Chief Operating Officer of Company do not settle the dispute within 7 days of the referral to them, either Party may refer the dispute to the Chief Executive Officer of Concentrix and the Chief Executive Officer of Company.

28.1.3 if the Chief Executive Officer of Concentrix and the Chief Executive Officer of Company do not settle the dispute within 7 days of the referral to them, either party shall be free to apply to the courts.

28.2 Neither Party shall be obliged to follow the procedures set out in clause 28.1 where that Party intends to apply to a court for an interlocutory injunction or order for specific performance against the other.

As witness the hands of the parties hereto, or their duly authorised representatives, the day and the year first written above

Signed for and on behalf of **[CLIENT PLEASE ENTER COMPANY DETAILS HERE]**

Signature: _____

Name: []

Title: []

Signed for and on behalf of **Concentrix TSC UK Ltd.**

Signature: _____

Name: []

Title: []

**Schedule 1
Statement of Work**

TBC

Schedule 2
Change Control Procedure

Not used

Schedule 3
Data Protection Amendment
TBC

Schedule 4
Data Processing Appendix
TBC