

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into as of March 22, 2024, by and between:

CLIENT: FinTech Innovations Ltd, a financial technology company registered in England and Wales under company number 12345678, with its registered office at 10 Canary Wharf, London E14 5AB, United Kingdom ("Client")

AND

SERVICE PROVIDER: CloudServices Europe Limited, a software services company registered in England and Wales, with offices at Tech Hub, Manchester M1 1AB, United Kingdom ("Provider")

RECITALS:

Client desires to engage Provider to perform certain software development and cloud infrastructure services in the finance and banking sector, and Provider agrees to provide such services in accordance with the terms and conditions set forth herein.

1. SERVICES

Provider shall provide the following services to Client:

- Cloud infrastructure management and optimization
- Software development for financial applications
- Technical support and maintenance services
- Security and compliance consulting for financial systems

2. TERM

This Agreement shall commence on April 1, 2024 (the "Commencement Date") and shall continue for an initial term of twenty-four (24) months, unless earlier terminated in accordance with Section 8.

3. COMPENSATION

3.1 Fees: Client shall pay Provider a monthly retainer fee of £50,000 (Fifty Thousand British Pounds) plus applicable VAT.

3.2 Additional Services: Any services beyond the scope defined herein shall be billed at Provider's standard hourly rate of £150 per hour.

3.3 Payment Terms: All invoices shall be paid within thirty (30) days of receipt.

4. INTELLECTUAL PROPERTY

All work product, deliverables, and intellectual property created by Provider in the course of performing services under this Agreement shall be the exclusive property of Client.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of the other party's proprietary and confidential information and shall not disclose such information to any third party without prior written consent.

6. LIABILITY AND INDEMNIFICATION

Provider's total liability under this Agreement shall not exceed the total fees paid by Client in the twelve (12) months preceding the claim. Provider agrees to indemnify Client against any claims arising from Provider's negligence or breach of this Agreement.

7. TERMINATION

Either party may terminate this Agreement upon ninety (90) days written notice. In the event of material breach, the non-breaching party may terminate immediately upon written notice.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising under this Agreement.

9. GENERAL PROVISIONS

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the date first above written.

FinTech Innovations Ltd

By: James Robertson, Chief Executive Officer

Date: March 22, 2024

CloudServices Europe Limited

By: Emily Watson, Managing Director

Date: March 22, 2024