

MASTER SERVICES AGREEMENT

Contract Number:	MSA-2024-TechSupply-001
Effective Date:	January 1, 2024
Contract Term:	3 Years (with option to extend)
Annual Contract Value:	\$2,450,000 USD

PARTIES TO THIS AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of January 1, 2024 ("Effective Date"), by and between:

GlobalTech Industries Inc. ("Client"), a corporation organized under the laws of Delaware, with its principal place of business at 1500 Market Street, Philadelphia, PA 19102, USA

AND

TechSupply Solutions Ltd. ("Supplier" or "Vendor"), a corporation organized under the laws of England and Wales, Company Registration Number 08765432, with its registered office at 25 Cavendish Square, London, W1G 0LD, United Kingdom.

RECITALS

WHEREAS, Client is engaged in the business of manufacturing advanced electronics and requires specialized technical components and professional services; and

WHEREAS, Supplier is in the business of providing high-quality electronic components, software solutions, and related technical services; and

WHEREAS, the parties wish to establish the terms and conditions under which Supplier will provide products and services to Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 Services Description. Supplier agrees to provide Client with the following services and deliverables ("Services"): (a) supply of specialized electronic components and hardware as specified in Statement of Work documents; (b) software development and integration services; (c) technical support and maintenance services; (d) consulting services related to technology implementation; and (e)

training services for Client personnel.

1.2 Statement of Work. Specific Services to be performed shall be set forth in one or more Statements of Work ("SOW") executed by authorized representatives of both parties. Each SOW shall specify deliverables, timelines, acceptance criteria, and any SOW-specific terms that supplement this Agreement.

1.3 Performance Standards. Supplier shall perform all Services in a professional and workmanlike manner, in accordance with industry best practices and standards. All deliverables shall meet the specifications and acceptance criteria set forth in the applicable SOW.

ARTICLE 2: PAYMENT TERMS AND CONDITIONS

2.1 Fees and Payment Structure. Client agrees to pay Supplier for Services rendered according to the fee structure set forth in each SOW. Unless otherwise specified, fees shall be: (a) Component supplies: Net 60 days from invoice date; (b) Professional services: Billed monthly in arrears; (c) Support and maintenance: Payable quarterly in advance.

2.2 Invoicing. Supplier shall submit invoices to Client monthly for services rendered during the preceding month. All invoices must include: contract number, SOW reference, detailed description of services/products, quantity, unit price, and total amount due. Invoices shall be sent to: accounts.payable@globaltechindustries.com

2.3 Payment Terms. Unless otherwise specified in an SOW, payment is due within sixty (60) days of invoice date. Late payments shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is less) from the due date until paid in full.

2.4 Disputed Amounts. Client may withhold payment of disputed amounts in good faith. Client shall notify Supplier in writing of any disputed amounts within thirty (30) days of invoice date, specifying the nature and basis of the dispute. The parties shall work in good faith to resolve any payment disputes within fifteen (15) business days.

2.5 Annual Price Adjustment. Beginning in year two of this Agreement, Supplier may increase prices by up to 3% annually upon ninety (90) days' prior written notice to Client. Any increase exceeding 3% must be mutually agreed upon in writing.

ARTICLE 3: TERM AND TERMINATION

3.1 Initial Term. This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years ("Initial Term"), unless earlier terminated as provided herein.

3.2 Renewal Term. This Agreement shall automatically renew for successive one (1) year periods ("Renewal Terms") unless either party provides written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the then-current term.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon one hundred eighty (180) days' prior written notice to the other party. Client shall pay for all Services satisfactorily performed through the termination date and shall reimburse Supplier for any reasonable, documented, non-cancelable commitments made by Supplier in reliance on this Agreement, provided such commitments were approved in writing by Client in advance.

3.4 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if: (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof; (b) the other party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors; or (c) the other party ceases to do business in the normal course.

3.5 Effect of Termination. Upon termination or expiration of this Agreement: (a) all outstanding payment obligations shall become immediately due and payable; (b) each party shall return or destroy all Confidential Information of the other party; (c) Supplier shall deliver all completed deliverables and work-in-progress to Client; and (d) the provisions regarding confidentiality, intellectual property, limitation of liability, and indemnification shall survive.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

4.1 Client-Owned IP. All work product, deliverables, inventions, designs, and materials specifically created by Supplier for Client under this Agreement ("Work Product") shall be deemed "works made for hire" under applicable copyright law. To the extent any Work Product does not qualify as a work made for hire, Supplier hereby irrevocably assigns to Client all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

4.2 Supplier Pre-Existing IP. Supplier shall retain all right, title, and interest in and to: (a) any pre-existing intellectual property, tools, methodologies, or know-how used by Supplier in performing Services; and (b) any improvements or enhancements to such pre-existing intellectual property. Supplier hereby grants Client a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use such Supplier IP solely to the extent necessary to use the Work Product and Services.

4.3 Third-Party Materials. If Supplier incorporates any third-party materials or open-source software into Work Product, Supplier shall: (a) obtain Client's prior written approval; (b) ensure Client receives appropriate licenses to use such materials; and (c) ensure compliance with all applicable license terms. Supplier shall not incorporate any GPL-licensed or similar "viral" open-source code without Client's express written consent.

4.4 Moral Rights. To the extent permitted by law, Supplier waives and agrees not to assert any moral rights in the Work Product.

ARTICLE 5: CONFIDENTIALITY AND DATA PROTECTION

5.1 Definition of Confidential Information. "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), including but not limited to: business plans, financial information, technical data, trade secrets, customer lists, pricing information, source code, and any information marked as "Confidential" or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

5.2 Confidentiality Obligations. Receiving Party shall: (a) maintain Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without Disclosing Party's prior written consent, except to employees, contractors, or advisors who need to know such information and who are bound by confidentiality obligations at least as protective as those herein; (c) use Confidential Information solely for purposes of performing under this Agreement; and (d) protect Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

5.3 Exceptions. Confidentiality obligations shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully in Receiving Party's possession prior to disclosure; (c) is independently developed by Receiving Party without reference to Confidential Information; or (d) is rightfully received by Receiving Party from a third party without breach of any confidentiality obligation.

5.4 Data Protection. To the extent Supplier processes any personal data on behalf of Client, Supplier shall: (a) comply with all applicable data protection laws, including GDPR and UK Data Protection Act 2018; (b) process personal data only in accordance with Client's documented instructions; (c) implement appropriate technical and organizational measures to ensure data security; (d) notify Client without undue delay upon becoming aware of any personal data breach; and (e) assist Client in fulfilling its obligations under data protection laws. The parties shall execute a separate Data Processing Agreement if required by applicable law.

5.5 Duration. The confidentiality obligations under this Article shall survive for five (5) years following the termination or expiration of this Agreement, except that obligations with respect to trade secrets shall continue for as long as such information remains a trade secret under applicable law.

ARTICLE 6: WARRANTIES AND REPRESENTATIONS

6.1 Mutual Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) this Agreement constitutes a valid and binding obligation; (c) its performance will not violate any other agreement or obligation; and (d) it will comply with all applicable laws and regulations in performing under this Agreement.

6.2 Supplier Warranties. Supplier represents and warrants that: (a) Services will be performed in a professional and workmanlike manner in accordance with industry standards; (b) all deliverables will materially conform to specifications in applicable SOWs for a period of ninety (90) days following delivery; (c) Work Product will be original or properly licensed and will not infringe any third-party intellectual property rights; (d) Supplier has and will maintain all necessary licenses, permits, and authorizations to perform Services; and (e) all products supplied will be new, free from defects in materials and workmanship, and will be manufactured in compliance with all applicable product safety standards and regulations.

6.3 Warranty Remedy. If any deliverable fails to conform to warranties during the warranty period, Client shall notify Supplier in writing, and Supplier shall, at its sole option and expense: (a) re-perform the non-conforming Services; (b) repair or replace the non-conforming deliverable; or (c) if the foregoing remedies are not commercially practicable, refund the fees paid for the non-conforming deliverable. This shall be Client's sole and exclusive remedy for breach of warranty.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUPPLIER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ARTICLE 7: LIMITATION OF LIABILITY

7.1 Liability Cap. EXCEPT FOR LIABILITY ARISING FROM: (a) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (b) BREACH OF CONFIDENTIALITY OBLIGATIONS; (c) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; OR (d) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO SUPPLIER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, WITH A MINIMUM CAP OF \$500,000 USD.

7.2 Exclusion of Consequential Damages. EXCEPT FOR LIABILITY ARISING FROM: (a) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (b) BREACH OF CONFIDENTIALITY OBLIGATIONS; (c) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; OR (d) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Allocation of Risk. The parties acknowledge that the limitations of liability set forth in this Article 7 represent an agreed allocation of risk between the parties and are reflected in the pricing of this Agreement. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

ARTICLE 8: INDEMNIFICATION

8.1 Supplier Indemnification. Supplier shall defend, indemnify, and hold harmless Client, its affiliates, and their respective officers, directors, employees, and agents (collectively, "Client Indemnitees") from and against any and all third-party claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any actual or alleged infringement or misappropriation of any intellectual property right by the Work Product, deliverables, or Services; (b) Supplier's breach of its obligations under Article 5 (Confidentiality); (c) Supplier's gross negligence or willful misconduct; (d) death, bodily injury, or property damage caused by Supplier's employees, contractors, or agents; or (e) Supplier's breach of applicable laws or regulations.

8.2 Client Indemnification. Client shall defend, indemnify, and hold harmless Supplier, its affiliates, and their respective officers, directors, employees, and agents (collectively, "Supplier Indemnitees") from and against any and all third-party claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any materials, specifications, designs, or other information provided by Client to Supplier, to the extent such claims would not have arisen but for such Client-provided materials; (b) Client's use of Work Product or Services in a manner inconsistent with this Agreement or applicable SOWs; or (c) Client's breach of applicable laws or regulations.

8.3 Indemnification Procedures. The indemnified party ("Indemnitee") shall: (a) promptly notify the indemnifying party ("Indemnitor") in writing of any claim for which indemnification is sought; (b) cooperate reasonably with Indemnitor in the defense of such claim; and (c) allow Indemnitor to control the defense and settlement of such claim, provided that Indemnitor shall not settle any claim in a manner that imposes liability on Indemnitee or requires Indemnitee to admit fault without Indemnitee's prior written consent. Indemnitee may participate in the defense at its own expense.

8.4 IP Infringement Remedies. If any Work Product or deliverable becomes, or in Supplier's opinion is likely to become, the subject of an infringement claim, Supplier may, at its option and expense: (a) obtain the right for Client to continue using such Work Product; (b) replace or modify such Work Product to make it non-infringing while providing substantially equivalent functionality; or (c) if the foregoing options are not commercially reasonable, terminate the applicable SOW and refund to Client a pro-rata portion of fees paid for such Work Product based on a three (3) year straight-line depreciation schedule.

ARTICLE 9: FORCE MAJEURE

9.1 Force Majeure Events. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: acts of God; natural disasters; pandemics or epidemics; wars; terrorism; riots; civil unrest; acts of government; labor strikes or disputes; interruptions to telecommunications or internet services; failures of public utilities or common carriers; earthquakes; fires; floods; or explosions (each, a "Force Majeure Event").

9.2 Notice and Mitigation. The affected party shall: (a) promptly notify the other party in writing of the Force Majeure Event, including the anticipated duration and impact; (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable; and (c) provide regular updates to the other party regarding the status of the Force Majeure Event.

9.3 Termination for Extended Force Majeure. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement or the affected SOW upon written notice to the other party without liability, except that Client shall pay for Services satisfactorily performed prior to termination.

9.4 Exclusions. Notwithstanding the foregoing, Force Majeure shall not excuse: (a) Client's payment obligations for Services already performed; (b) a party's breach of confidentiality obligations; or (c) failures caused by a party's financial condition or economic hardship.

ARTICLE 10: INSURANCE

10.1 **Required Coverage.** During the term of this Agreement, Supplier shall maintain the following insurance coverage with insurers rated A- or better by A.M. Best:

- (a) Commercial General Liability Insurance with minimum coverage of \$2,000,000 per occurrence and \$5,000,000 aggregate;
- (b) Professional Liability (Errors & Omissions) Insurance with minimum coverage of \$5,000,000 per claim and aggregate;
- (c) Cyber Liability Insurance with minimum coverage of \$3,000,000 per claim and aggregate, including coverage for data breaches and network security failures;
- (d) Workers' Compensation Insurance as required by applicable law; and
- (e) Commercial Automobile Liability Insurance with minimum coverage of \$1,000,000 per accident, if vehicles are used in performing Services.

10.2 **Additional Insured.** Supplier shall name Client as an additional insured on its Commercial General Liability policy.

10.3 **Evidence of Insurance.** Supplier shall provide Client with certificates of insurance evidencing the required coverage prior to commencing Services and annually thereafter upon renewal. Such certificates shall provide that coverage will not be cancelled or materially modified without at least thirty (30) days' prior written notice to Client.

10.4 **No Limitation.** Supplier's maintenance of insurance shall not be construed to limit Supplier's liability under this Agreement.

ARTICLE 11: GENERAL PROVISIONS

11.1 Independent Contractor. Supplier is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Supplier shall be solely responsible for all taxes, withholdings, and other statutory obligations with respect to its employees and contractors.

11.2 Compliance with Laws. Each party shall comply with all applicable federal, state, local, and foreign laws, regulations, and ordinances in connection with this Agreement, including without limitation anti-corruption laws (including the U.S. Foreign Corrupt Practices Act and UK Bribery Act 2010), export control laws, data protection laws, and labor and employment laws.

11.3 Assignment. Neither party may assign this Agreement or any rights or obligations hereunder without the other party's prior written consent, except that either party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee assumes all obligations under this Agreement. Any attempted assignment in violation of this provision shall be void.

11.4 Subcontracting. Supplier may use subcontractors to perform Services only with Client's prior written consent. Supplier shall remain fully responsible for all acts and omissions of its subcontractors. All subcontractors must be bound by confidentiality and other obligations at least as protective as those imposed on Supplier under this Agreement.

11.5 Notices. All notices under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile or email; (c) sent by nationally recognized overnight courier; or (d) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid. Notices shall be sent to the addresses set forth in the preamble or such other address as a party may designate by written notice.

11.6 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflicts of law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, and each party hereby submits to the personal jurisdiction of such courts.

11.7 Dispute Resolution. Prior to initiating any litigation, the parties agree to attempt to resolve any dispute through good faith negotiations between senior executives of each party. If the dispute cannot be resolved through negotiations within thirty (30) days, either party may pursue its available legal remedies.

11.8 Entire Agreement. This Agreement, together with all SOWs and other documents expressly incorporated by reference, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

11.9 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

11.10 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and such provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

11.11 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

11.12 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GLOBALTECH INDUSTRIES INC.

TECHSUPPLY SOLUTIONS LTD.

By: _____

By: _____

Name: Jennifer Martinez

Name: David Thompson

Title: Chief Procurement Officer

Title: Managing Director

Date: January 1, 2024

Date: January 1, 2024