Master Professional Services Agreement

VIEWPOINT ANALYSIS LTD | Version 2.0 | 11 November 2026

Business-to-business terms for research, marketing and content services, Market Partner arrangements, technology introductions, independent advisory work and other professional services.

IMPORTANT: These are the standard terms intended to be incorporated into a signed Statement of Work (SOW). The parties and the effective date of each engagement are identified in its SOW.

1. Parties, formation and interpretation

1.1 This Master Professional Services Agreement (Agreement) is entered into between Viewpoint Analysis Ltd (Viewpoint Analysis, we, us or our), a company incorporated in England and Wales, and the business customer identified in the relevant Statement of Work (Customer, you or your). Each is a Party and together they are the Parties.

1.2 The Agreement applies when the Customer and Viewpoint Analysis sign a Statement of Work, order form or other written document expressly incorporating this Agreement (each an SOW). Electronic signatures and counterpart signatures are permitted. Each SOW becomes binding on its stated effective date or, if none, when signed by both Parties.

1.3 Services means the professional, research, editorial, content, marketing, advisory, introduction, evaluation or other services described in an SOW. Deliverables means the specific work products expressly identified as deliverables in that SOW. Business Day means a day other than a Saturday, Sunday or public holiday in England.

1.4 An SOW is a separate engagement governed by this Agreement. Unless expressly stated, neither Party is obliged to agree future SOWs. In any conflict, the SOW prevails only to the extent it expressly identifies a provision of this Agreement which it overrides; otherwise this Agreement prevails. An agreed data processing addendum prevails for personal data processing to the extent of a conflict.

1.5 The Agreement is for business customers only, not consumers. References to writing include email, except where a signed variation is expressly required. “Including” means “including without limitation”.

2. Services, scope and changes

2.1 Viewpoint Analysis will perform the Services described in the SOW with reasonable care and skill. The SOW should set out the scope, deliverables, timetable, responsibilities, fees, term and any applicable milestones or acceptance arrangements.

2.2 Unless the SOW states otherwise, project dates are reasonable estimates and depend on timely Customer information, approvals, access and cooperation. Viewpoint Analysis may use suitably qualified personnel, freelancers and subcontractors, remaining responsible for its contractual obligations.

2.3 Work outside the agreed scope requires written agreement on any change to fees, timetable and deliverables. Neither Party must proceed with a proposed change until agreed. Minor administrative adjustments may be agreed by email by authorised representatives.

2.4 Viewpoint Analysis may decline or suspend activity that would, in its reasonable opinion, breach law, third-party rights, platform rules, professional independence or the editorial standards set out in clause 6, and will discuss a reasonable alternative where practicable.

3. Customer responsibilities and approvals

3.1 The Customer will provide timely and accurate instructions, content, access, contact details, decisions and cooperation reasonably needed for the Services; appoint an authorised contact; and obtain any licences, permissions and consents needed for materials supplied or instructions given.

3.2 The Customer warrants that materials, claims, trademarks and information it supplies may lawfully be used for the Services and do not knowingly infringe third-party rights or mislead recipients. The Customer remains responsible for the factual accuracy and legal compliance of its product descriptions, promotional claims and instructions.

3.3 The Customer is responsible for its own business, procurement, legal, financial, employment and technology decisions and for due diligence on third parties. It will not represent that Viewpoint Analysis has endorsed a product, vendor or claim except in a form expressly approved in writing.

4. Fees, expenses, invoicing and payment

4.1 Fees, currency, billing frequency, payment milestones, any minimum commitment and approved expenses will be set out in the SOW. Unless expressly stated otherwise, fees exclude VAT and other applicable sales taxes, which will be added where legally chargeable.

4.2 Unless the SOW states otherwise, fixed-fee project work is invoiced on signature and recurring services are invoiced monthly in advance. Invoices are due within 30 calendar days of the invoice date, without set-off or deduction except as required by law. The Customer must notify any good-faith invoice dispute within 10 Business Days, with reasons, and pay undisputed amounts on time.

4.3 Where payment is overdue, Viewpoint Analysis may claim interest and recovery compensation to the extent available under the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations, and may suspend affected Services after giving at least seven calendar days' written notice, without waiving its rights.

4.4 Reasonable travel and third-party costs require prior written approval unless included in an SOW. Changes in external advertising, platform or third-party fees are not included unless expressly agreed. Customer purchase order terms do not apply unless expressly accepted in a signed variation.

4.5 Charges for agreed completed work, delivered milestones and non-cancellable commitments remain payable following expiry or termination, subject to clause 12. Viewpoint Analysis will not charge for Services it has not provided except for expressly agreed non-refundable or minimum-commitment fees, or reasonable cancellation charges set out in the SOW.

5. Intellectual property and use of deliverables

5.1 Each Party retains ownership of the intellectual property rights, know-how, data, materials, trademarks and tools it owned or developed independently of the Services (Background Materials). Viewpoint Analysis Background Materials include its research library, market intelligence, methods, templates, frameworks, editorial content, processes, software configurations and reusable know-how, whether or not incorporated into a Deliverable.

5.2 Unless an SOW expressly states a different ownership arrangement, Viewpoint Analysis owns intellectual property rights it creates in performing the Services, including original Deliverables, excluding Customer Background Materials and third-party content. Nothing in this Agreement transfers ownership by implication.

5.3 Subject to full payment of sums due for the relevant SOW, Viewpoint Analysis grants the Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes and the specific external uses expressly described in the SOW. The Customer may share them with its professional advisers and group companies under confidentiality obligations, but may not resell, sublicense or publicly republish proprietary research except as authorised in writing.

5.4 For content expressly commissioned for publication on Viewpoint Analysis channels, Viewpoint Analysis may publish, distribute, promote, archive, correct and update that content in accordance with clause 6. An SOW may additionally grant the Customer rights to republish an approved piece on its own channels, subject to attribution and any third-party rights.

5.5 The Customer grants Viewpoint Analysis a non-exclusive, royalty-free licence during the engagement to use supplied materials, trademarks and logos solely as reasonably required to deliver and promote the agreed Services,

including approved published content. Any general use of the Customer's name or logo as a client reference outside agreed deliverables requires prior written consent, not to be unreasonably withheld.

5.6 Each Party may use general ideas, expertise, skills and know-how retained in unaided memory, provided it does not disclose Confidential Information, misuse personal data or infringe intellectual property rights. Third-party materials remain subject to their applicable licences.

6. Editorial independence, Market Partner services and publicity

6.1 Viewpoint Analysis retains final editorial control over research, rankings, recommendations, articles, vendor profiles, comparisons and content appearing on its channels. The Customer may provide factual corrections and agreed input but cannot require a favourable opinion, ranking or recommendation.

6.2 Payment for Market Partner, sponsored, promotional, content or other vendor-facing services buys only the agreed activities or deliverables. Unless expressly promised as a measurable deliverable in the SOW, Viewpoint Analysis does not guarantee website visits, search rankings, AI-search visibility, enquiries, qualified leads, sales, revenue or particular commercial results.

6.3 Where appropriate, Viewpoint Analysis may identify sponsored, partner or paid content and disclose relevant commercial relationships in accordance with law and its editorial policies. The Customer acknowledges that such disclosures are compatible with the Services and professional independence.

6.4 Viewpoint Analysis may reasonably correct, amend, label, archive or withdraw published material to preserve accuracy, legal compliance, third-party rights, editorial integrity or technical security. Where practicable and not urgent, it will give the Customer an opportunity to comment on material changes to commissioned content. Such decisions do not automatically entitle the Customer to a refund for Services already properly delivered.

6.5 Publication, distribution and visibility depend in part on third-party platforms, algorithms and availability. Viewpoint Analysis does not control those services. Any guaranteed publication duration, content quantity or replacement remedy must be expressly stated in the SOW.

7. Buyer advisory, technology introductions and third parties

7.1 Where Services involve vendor discovery, market research, introductions, requirements, RFIs, RFPs, evaluations or technology selection, Viewpoint Analysis supplies advice and facilitation, not the third-party technology, implementation or contracting services themselves.

7.2 Research findings and recommendations are professional judgements based on available information at the relevant time. Viewpoint Analysis will use reasonable care and skill but does not warrant that information supplied by vendors is complete or accurate, that every potential vendor has been identified, or that a third-party solution will meet all of the Customer's requirements.

7.3 The Customer retains final responsibility for evaluating, selecting, contracting with, implementing and operating any technology or supplier. Vendor demonstrations, commercial proposals, warranties, service levels, implementation commitments and third-party contracts are matters between the Customer and the relevant vendor. Viewpoint Analysis is not the agent of either party and has no authority to bind either unless separately authorised in writing.

7.4 Viewpoint Analysis may separately have sponsorship, subscription, referral, introduction or other commercial arrangements with technology vendors. It will disclose to a buyer-advisory Customer any material financial interest it has in a vendor being recommended within that Customer's selection engagement, at an appropriate point before the Customer makes its selection decision. Such disclosure need not reveal confidential rate cards or commission amounts unless required by law or specifically agreed.

7.5 No exclusivity, guaranteed introductions, minimum lead volumes, preferred vendor status or commission entitlement arises unless expressly documented in an SOW or separate signed referral agreement.

8. Confidentiality

8.1 Confidential Information means non-public business, technical, financial, strategic, commercial or personal information disclosed by or for a Party in connection with the Agreement that is marked confidential or should reasonably be understood to be confidential, including project requirements, customer lists, financial terms, proprietary research, proposals and non-public vendor information.

8.2 The receiving Party will use Confidential Information only to perform or receive the Services; protect it using at least reasonable care; and disclose it only to personnel, subcontractors, group companies and professional advisers with a need to know and confidentiality duties, or to approved vendors where the Customer has authorised the relevant disclosure.

8.3 Clause 8 does not cover information the recipient can demonstrate was already lawfully known without duty of confidence, independently developed without use of confidential material, lawfully received without restriction from a third party, or publicly available other than through breach. Disclosure required by law is permitted, with prior notice where lawful and reasonably practicable.

8.4 On written request or termination, each Party will return or securely delete the other's Confidential Information within a reasonable period, except copies retained under legal or regulatory obligations, routine protected backups or reasonable recordkeeping; retained copies remain protected by this clause.

8.5 Confidentiality obligations last for three years following the end of the relevant SOW, except trade secrets and personal data, which remain protected for as long as applicable law requires or the information remains legally protectable. Each Party acknowledges that an unauthorised disclosure may justify equitable relief where available.

9. Data protection, security and AI-assisted tools

9.1 Each Party will comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018, in respect of personal data it processes under the Agreement. The Parties will determine their respective controller and processor roles by the actual processing activities, not by labels alone.

9.2 Unless the SOW or an agreed data processing addendum states otherwise, each Party acts as an independent controller for its own business contacts, account administration, marketing permissions, commercial communications and records, and is responsible for its own lawful basis, transparency and security obligations.

9.3 Where Viewpoint Analysis will process personal data on the Customer's behalf as a processor, the Parties must agree an appropriate Article 28-compliant data processing addendum, including processing details, authorised subprocessors, international transfers and required contractual safeguards, before such processing begins. The SOW may incorporate that addendum by reference.

9.4 Each Party will maintain proportionate technical and organisational measures to protect the information it controls or processes and will notify the other without undue delay of a security incident affecting that Party's Confidential Information or relevant personal data where notice is reasonably needed for the other Party to meet its legal duties.

9.5 Viewpoint Analysis may use appropriately selected software and AI-assisted tools to research, analyse, draft, organise and deliver Services, subject to confidentiality, intellectual property, data protection and security obligations. It will not knowingly input Customer Confidential Information or personal data into public AI services for model training without the Customer's prior authorisation or an appropriate contractual and technical safeguard.

9.6 AI-assisted outputs may contain errors or omissions. Viewpoint Analysis will exercise reasonable human review over material client-facing recommendations and factual deliverables, while the Customer remains responsible for its decisions under clause 7.

10. Warranties, corrections and exclusions

10.1 Viewpoint Analysis warrants that it will perform the Services with reasonable care and skill. If the Customer notifies Viewpoint Analysis in writing of a material failure to meet the agreed SOW specification within 30 days after the relevant Deliverable is provided, Viewpoint Analysis will, at its own cost and within a reasonable time, use reasonable efforts to correct the Deliverable or re-perform the affected Services.

10.2 If correction or re-performance is not reasonably possible, Viewpoint Analysis will provide an appropriate refund of fees paid for the materially non-conforming element. This is the contractual remedy for breach of clause 10.1, without limiting rights that cannot lawfully be restricted.

10.3 Except as expressly set out in this Agreement or required by law, Viewpoint Analysis gives no guarantee of any specified commercial, editorial, procurement, technology or marketing outcome. Nothing in this clause excludes the duty to exercise reasonable care and skill.

11. Liability

11.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; wilful misconduct to the extent liability cannot lawfully be restricted; or any other liability that cannot lawfully be excluded or limited.

11.2 Subject to clause 11.1 and to the extent permitted by law, neither Party is liable to the other for indirect or consequential loss or for loss of anticipated profit, revenue, business opportunity or goodwill, whether arising in contract, tort (including negligence) or otherwise. This exclusion does not prevent recovery of fees properly due or direct losses that are not lawfully excludable.

11.3 Subject to clause 11.1, Viewpoint Analysis's total aggregate liability arising out of or in connection with an individual SOW, including related claims under this Agreement, in contract, tort (including negligence), misrepresentation or otherwise, will not exceed the total fees paid and payable (excluding VAT and expenses) under that SOW in the 12 months immediately before the event giving rise to the first claim; for an SOW lasting less than 12 months, the cap is the total fees paid and payable for that SOW. Connected claims constitute one claim for applying the cap.

11.4 The cap in clause 11.3 does not limit the Customer's obligation to pay properly invoiced fees and approved expenses, or either Party's liability to the extent restriction is prohibited by law. The Parties acknowledge that fees reflect the agreed allocation of commercial risk and that either may seek appropriate insurance for risks it wishes to cover.

11.5 Neither Party is liable for delay or non-performance caused by the other Party's breach, instructions or failure to provide reasonably required cooperation, to the extent that cause affected performance. Nothing requires Viewpoint Analysis to assume liability for acts or omissions of independent third-party technology suppliers.

12. Term, suspension and termination

12.1 This Agreement takes effect when first incorporated into an executed SOW and continues to govern that SOW and any later SOWs until all such SOWs have expired or terminated. Each SOW runs for the term stated in it. A recurring SOW renews only if its own terms expressly say so; otherwise it ends at expiry without automatic renewal.

12.2 Either Party may terminate an affected SOW immediately by written notice if the other commits a material breach and does not remedy it within 14 calendar days of written notice describing the breach, if capable of remedy; or if the other becomes insolvent or ceases business, subject to applicable insolvency law.

12.3 Viewpoint Analysis may suspend the affected Services for overdue undisputed amounts under clause 4.3, or immediately where continued performance would pose a material legal, security or confidentiality risk. It will give notice and take reasonable steps to minimise unnecessary disruption.

12.4 Termination for convenience, minimum subscription terms, notice periods and any early cancellation charge apply only if expressly specified in the SOW. Where the SOW is silent, neither Party has a general right to terminate a fixed-term engagement for convenience before its agreed expiry.

12.5 On expiry or termination, the Customer will pay undisputed fees for Services properly performed to the effective date, agreed non-cancellable third-party costs and any expressly agreed minimum-term or cancellation charges. Viewpoint Analysis will refund any prepaid fees attributable to unperformed Services following its own uncured material breach, less sums properly due, subject to applicable law. Each Party will cooperate reasonably in an orderly handover where agreed and paid for.

12.6 Expiry or termination does not affect accrued rights. Clauses intended to continue by nature, including payment, IP and licences, editorial/publication rights as applicable, confidentiality, data protection, liability, governing law and dispute provisions, survive.

13. Insurance and compliance

13.1 Each Party will comply with laws materially applicable to its performance, including anti-bribery, anti-corruption, intellectual property, data protection and applicable advertising and marketing rules. Neither Party will request unlawful payments or improper inducements.

13.2 Viewpoint Analysis will maintain insurance appropriate to its business and the Services, having regard to commercial availability and cost, and will provide reasonable evidence of relevant cover upon written request. No particular policy limit is promised unless stated in an SOW.

14. General provisions

14.1 Independent contractor. Viewpoint Analysis performs the Services as an independent contractor. No employment, joint venture, fiduciary, partnership or agency relationship is created. Neither Party may bind the other without written authority.

14.2 Non-exclusivity. Unless an SOW states otherwise, both Parties may work with other organisations, including competitors, provided they comply with this Agreement and applicable confidentiality obligations.

14.3 Force majeure. Neither Party is liable for delay caused by an event beyond its reasonable control (excluding lack of funds), provided it notifies the other promptly and takes reasonable steps to reduce the impact. Payment obligations for sums already due are unaffected. If the event prevents material performance for more than 45 consecutive days, either Party may terminate the affected SOW by written notice.

14.4 Assignment. Neither Party may assign or transfer an SOW without the other's prior written consent, not to be unreasonably withheld, except to a successor following merger, reorganisation or sale of substantially all of the relevant business, provided the successor assumes its obligations and is not a direct competitor of the other Party where that would create a material confidentiality risk.

14.5 Notices. Formal notices under this Agreement must be sent by email to the notices address identified in the SOW (or a later notified replacement), with a copy to any named contract contact. Notices are deemed received on the next Business Day after sending unless the sender receives an automated delivery failure. A Party may also give notice by tracked post to the registered or principal address stated in the SOW; deemed receipt is two Business Days after posting in the UK.

14.6 Disputes. The Parties will first attempt in good faith to resolve any dispute through senior representatives within 15 Business Days of written escalation. Either Party may seek urgent injunctive relief or commence proceedings to preserve limitation rights or recover undisputed debt.

14.7 Entire agreement and variations. The Agreement and applicable SOWs contain the entire agreement for the relevant Services and supersede earlier discussions on their subject matter, without excluding liability for fraud. Amendments must be agreed in writing by authorised representatives of both Parties. A failure or delay to enforce a right is not a waiver.

14.8 Severability and third-party rights. If any provision is unlawful or unenforceable, the remainder stays in force and the provision is modified only to the minimum extent legally permitted. No person other than a Party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

14.9 Governing law and jurisdiction. The Agreement and each SOW, and any non-contractual obligations arising from them, are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to clause 14.6.

15. Execution and incorporation

15.1 This Agreement does not need a separate signature where a duly executed SOW identifies this Agreement by title and version or date and expressly incorporates it. The SOW should identify each Party's correct legal name, registered address, effective date and authorised signatory, and provide the contact and notice email addresses for clause 14.5.

15.2 Where the Parties prefer to sign the master Agreement itself, they may sign below. Any engagement still requires an SOW specifying the Services and fees.

For Viewpoint Analysis Ltd:

Signature: _____ Name / title: _____

Date: _____

For the Customer:

Customer legal name: _____

Signature: _____ Name / title: _____

Date: _____