MASTER SERVICES AGREEMENT (FICTIONAL SAMPLE)

This Agreement is made on 1 November 2025 between Northwind Facilities Ltd ("Customer") and Brightline Maintenance LLC ("Supplier").

1. Term. This Agreement starts on 1 November 2025 and continues for twelve (12) months. It shall automatically renew for successive twelve-month periods unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term.

2. Services. Supplier shall provide planned and reactive maintenance for the Customer sites listed in Schedule 1.

3. Fees. Customer shall pay USD 8,500 per month. Invoices are payable within thirty (30) days. Fees may increase by up to 5% on each renewal.

4. Liability. Supplier shall be liable for all losses arising from its performance of the Services, without limitation.

5. Indemnity. Supplier shall indemnify and hold harmless the Customer against any claims, damages and expenses arising out of the Services.

6. Insurance. Supplier shall maintain public liability insurance of not less than USD 2,000,000 and provide a certificate on request.

7. Termination. Either party may terminate this Agreement for material breach on thirty (30) days written notice if the breach is not remedied.

8. Confidentiality. Each party shall keep the other party's confidential information secret for three (3) years after termination.

9. Governing law. This Agreement is governed by the laws of England and Wales.

Signed for Customer: _____ Signed for Supplier: _____