

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of _____ (the "**Effective Date**"), by and between:

Zugzwang (Private) Limited ("Zugzwang"), a company duly incorporated under the laws of the Republic of Zimbabwe, having its registered office and principal place of business at _____, represented in this matter by **Busani Ndlovu, Founder & Chief Executive Officer**;

AND

_____, ("**Client**"), a _____ (natural person / company / other entity) duly established under the laws of _____, having its principal place of business at _____.

Zugzwang and the Client are each referred to individually as a "**Party**" and collectively as the "**Parties**".

1. SERVICES

1.1 Zugzwang shall provide cybersecurity assessment, penetration testing, vulnerability scanning, Continuous Threat Exposure Management, and related professional services (the "**Services**") as described in one or more Statements of Work or order forms (each, a "**SOW**") agreed in writing by the Parties. Each SOW is incorporated into this Agreement by reference.

1.2 Zugzwang shall perform the Services with reasonable skill and care, in accordance with the applicable SOW and the Rules of Engagement.

2. FEES AND PAYMENT

2.1 The Client shall pay the fees set out in the applicable SOW. Unless otherwise stated, fees are quoted in United States Dollars and are exclusive of taxes, which shall be added where applicable.

2.2 Invoices are payable within _____ days of the invoice date. Zugzwang may suspend the Services if an undisputed invoice remains unpaid beyond its due date, on _____ days' prior written notice.

3. CLIENT OBLIGATIONS

3.1 The Client shall provide timely access to the systems, personnel, credentials, and information reasonably required for the Services, and shall obtain any necessary third-party consents.

3.2 The Client represents that it is authorised to permit Zugzwang to access and test the systems in scope.

4. CONFIDENTIALITY

4.1 The Parties' mutual obligations of confidentiality are governed by the Mutual Non-Disclosure Agreement between them. Where no such agreement is in effect, each Party shall keep confidential the other's Confidential Information, as defined in that agreement, for a period of two (2) years from disclosure.

5. INTELLECTUAL PROPERTY

5.1 All deliverables produced for the Client, including reports, findings, and remediation roadmaps, shall be the property of the Client upon full payment. Zugzwang retains ownership of its pre-existing tools, methodologies, and know-how.

5.2 Zugzwang grants the Client a non-exclusive licence to use the deliverables for the Client's internal business and compliance purposes.

6. WARRANTIES AND DISCLAIMERS

6.1 Each Party warrants that it has authority to enter into this Agreement. Zugzwang warrants that it will perform the Services with reasonable skill and care. Except as expressly stated, Zugzwang provides the Services on an "as is" basis and makes no warranty that all vulnerabilities will be identified.

7. LIMITATION OF LIABILITY

7.1 To the maximum extent permitted by law, neither Party shall be liable for any indirect, incidental, special, or consequential loss, and Zugzwang's total aggregate liability under this Agreement shall be limited to the fees paid by the Client for the Services in the twelve (12) months preceding the event giving rise to liability.

8. TERM AND TERMINATION

8.1 This Agreement commences on the Effective Date and continues until terminated. Either Party may terminate for convenience on thirty (30) days' written notice, or for material breach that remains uncured thirty (30) days after written notice.

9. GOVERNING LAW

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zimbabwe, and the Parties submit to the exclusive jurisdiction of the courts of the Republic of Zimbabwe.

10. GENERAL

10.1 This Agreement, together with any SOW, the Rules of Engagement, the Letter of Authorization, and the Data Processing Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements. It may be amended only by a written instrument signed by both Parties.

SIGNATURES

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

ZUGZWANG (PRIVATE) LIMITED

By: _____

Name: **Busani Ndlovu**

Title: **Founder & Chief Executive Officer**

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____