

CSS Assure

and

[Client Name]

Master Service
Agreement

Dated: DDMM YYYY

This Master Services Agreement Ref No * as noted on on contract board** is made on the DDMMYYYY.

By and Between

- A. Company LIMITED, Office address as on Companies house being company registration number 00000 whose registered address is the same. ("abbreviation") or ("the Customer")

and

- B. Cyber Security Strategies Ltd, No 1 Colmore Square, Birmingham, England, B4 6AA, being company registration number 11070817, whose registered office is as above. ("CSS") or ("the Supplier"), trading as CSS Assure.

The Customer and CSS agree that the General Conditions for the Provision of Professional Services to the Customer as set out herein shall, unless otherwise agreed in writing between the parties, apply to all professional services (if any) required by the Customer and supplied by the CSS.

Signed

For and on behalf of "the Customer"

Name (print)

Position:

Date:

Signed

For and on behalf of Cyber Security Strategies Ltd

Name (print): Nick Pomponio/ Charlotte Riley

Position: Head of Business Development/ Director

Date: DDMMYYYY

GENERAL CONDITIONS OR THE PROVISION OF PROFESSIONAL SERVICES TO “the Customer”

1. Definitions.

“Agreement”	means these Terms, together with the Statement of Work and any documents expressly incorporated therein, as such may be varied from time to time in accordance with the provisions of the Agreement;
“Assigned Personnel”	means the person(s) identified as such in the Statement of Work, as may be added to or substituted in accordance with the provisions of these Terms;
“Business Day”	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“Business Hours”	the period from [9.00 am to 5.00 pm] on any Business Day;
“Change Order”	has the meaning given in clause 8;
“Customer”	means a direct customer of CSS, or their client;
“Customer’s Equipment”	means any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work;
“Data Protection Legislation”	means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
“Deliverables(s)”	means any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment);
“Effective Date”	means the commencement date of the Agreement as identified on the first page of the Agreement;
“Fee”	means the fee payable in respect of the Services;
“Intellectual Property Rights”	means (i) copyright, patents, know-how, confidential information, database rights and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
“Milestone”	means a date by which a part or all of the Works is to be completed, as set out in a Statement of Work;

“Party”:	a party to this Agreement;
“Services”	means the services to be performed by the Supplier and described in the Statement of Work;
“Site”	means the location identified in the Statement of Work, at which the Services are to be performed;
“Statement of Work”	means an order form in the format attached at Schedule 1 which details the Services and is expressly stated to be governed by these Terms and is executed by the Customer and the Supplier;
“Terms”	means these Terms and Conditions for the Provision of Services to the Customer;
“Works”	means the Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the Works.

- 1.1 In the Agreement the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of such clauses.
- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement, any reference to this agreement includes the Schedules.
- 1.3 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time under that statute or statutory provision.
- 1.5 A reference to ‘writing’ or ‘written’ includes fax but not email.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 Any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **Purpose and Appointment.**
- 2.1 This Agreement sets out a framework whereby the Customer may request, and the CSS may supply, Services under the Statements of Work.
- 2.2 The Agreement shall commence on the date of this Agreement and shall continue, unless terminated earlier in accordance with clause 16.
- 2.3 Neither Party shall be obligated to request or provide any Services unless and until a Statement of Work is accepted and executed in accordance with the provisions of this Agreement.
- 2.4 CSS shall provide the Works from the date specified in the relevant Statement of Work.

3. **The Services.**

- 3.1 Where Assigned Personnel are named in the applicable Statement of Work, the Supplier agrees to provide such individuals at the Site to provide the Services.
- 3.2 Where Assigned Personnel are not named in the applicable Statement of Work, the Supplier agrees to supply personnel that can be expected to perform the work to the satisfaction of the Customer.

4. **Statements of Work.**

- 4.1 Each Statement of Work shall be agreed in the following manner:
 - 4.1.1 the Customer shall ask the Supplier to provide any or all of the Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Services requested;
 - 4.1.2 following receipt of information requested from the Customer, the Supplier shall, as soon as reasonably practicable either:
 - 4.1.2.1 inform the Customer that it declines to provide the requested Services; or,
 - 4.1.2.2 provide the Customer with a draft Statement of Work;
 - 4.1.2.3 Where a draft Statement of Work is provided in accordance with clause 4.1.2.2, the parties and shall discuss and agree that draft; and
 - 4.1.2.4 Both parties shall sign the draft Statement of Work when it is agreed.
 - 4.1.3 Once a Statement of Work has been signed in accordance with this clause no amendment shall be made to it except in accordance with clause 8 or clause 16.

5. **Supplier's Responsibilities.**

- 5.1 The Supplier shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.
- 5.2 The Supplier shall use reasonable endeavours to meet the Milestones specified in the Statement of Work but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 5.3 The Supplier shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including by signing Change Orders). The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of the relevant Statement of Work but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.
- 5.4 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under clause 6.1.5, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

6. Customer's Obligations.

6.1 The Customer shall:

- 6.1.1 co-operate with the Supplier in all matters relating to the Works;
- 6.1.2 appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);
- 6.1.3 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, power, wifi, data and other facilities as [reasonably] required by the Supplier including any such access as is specified in a Statement of Work;
- 6.1.4 provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete [in all material respects];
- 6.1.5 inform the Supplier of all health and safety and security requirements that apply at the Customer's premises;
- 6.1.6 ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;
- 6.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including, where applicable, in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start; and;
- 6.1.8 comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.
- 6.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

7. Fees and Charges.

- 7.1 The Fee to be paid by the Customer to the CSS in consideration of the satisfactory performance of the Services is identified in the applicable Statement of Work and associated rate schedule.
- 7.2 Where the Statement of Work provides for the Fee to be calculated on a time and materials basis: (i) the Supplier shall record on a timesheet all hours worked by the Assigned Personnel on the Services and shall submit such timesheet to CSS on a weekly basis for CSS's approval; (ii) the Fee shall be payable only in respect of time recorded on timesheets so approved; (iii) unless otherwise specified in the Statement of Work, the CSS shall invoice the Customer on the last day of each

calendar month for the Fee incurred in respect of that month. The timesheets will be available for review by the Customer upon due notice given.

7.3 Where the Statement of Work provides for the Fee to be calculated on a fixed price basis, payment shall be due on successful completion of the Milestones or in accordance with the payment profile set out in such Statement of Work.

7.4 The Fees and any additional amounts payable under the Agreement are exclusive of value added tax, which where applicable, shall be paid by the Customer at the rate and in the manner prescribed by law.

8. **Change Control.**

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

8.2 the Works;

8.2.1 the SoW Charges;

8.2.2 the timetable for the Works; and

8.2.3 any of the other terms of the relevant Statement of Work.

8.3 If the Supplier wishes to make a change to the Works, it shall provide a draft Change Order to the Customer.

8.4 If the Customer wishes to make a change to the Works:

8.4.1 it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and

8.4.2 the Supplier shall, as soon as reasonably practicable after receiving the information at clause 8.3, provide a draft Change Order to the Customer.

8.5 If the parties:

8.5.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

8.5.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 19.12 (multi-tiered dispute resolution procedure).

8.6 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at the Supplier's daily rates specified in the Statement of Work.

9. **Relationship.**

9.1 Nothing contained in the Agreement shall be construed or have effect as constituting any relationship of employer and employee or partners between the Customer and CSS or between CSS and the Assigned Personnel.

9.2 CSS shall be responsible for the payment of all remuneration payable to and any benefits provided for the Assigned Personnel under his/her contract of employment or otherwise, including any National Insurance Contributions, income tax and any other form of taxation or social security cost in respect of his/her remuneration or benefits.

10. **Non-Solicitation.**

10.1 During the term of the Agreement and for a period of six (6) months after termination thereof, the Customer shall not directly or indirectly, knowingly solicit, hire or otherwise retain, as an employee, consultant or independent contractor, any person who is or has been engaged by the other party in connection with the Services. Liquidated damages for breach of this provision shall be equal to the total fees associated with this contract and subsequent Statement of Work.

11. **Intellectual Property Rights.**

11.1 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables.

11.2 The Customer hereby assigns to CSS any other Intellectual Property Rights which may arise in the course of performing the Services (including all present and future copyright, copyright revivals and extensions). This assignment shall take effect upon the creation of each of the Intellectual Property Rights.

11.3 The Customer agrees to sign all documents and do all other acts which at CSS's expense requires to enable CSS to enjoy the full benefit of this Clause 11.

11.4 The Customer and CSS may only use the Intellectual Property Rights to perform their obligations under the Agreement and shall not disclose any Intellectual Property Rights to any third party without the express prior written consent of CSS.

11.5 This clause shall survive expiry of the Agreement or its termination for any reason.

12. **Data protection and data processing.**

12.1 Both parties will comply with all applicable requirements of Data Protection Legislation.

13. **Indemnity.**

13.1 CSS will indemnify the Customer in respect of:

13.1.1 any damages and costs arising out of or in connection with any claim or action brought against the customer that the normal operation, possession or use of any Deliverables infringes the Intellectual Property Rights of any third party; and

13.1.2 a capped liability arising out of or in connection with Assigned Personnel in performance of their duties as stipulated in the Statement of Work and contract value.

14. Confidentiality.

- 14.1 Subject to the provisions of Clause 14, neither party shall use, publish or disclose any information of a confidential or secret nature:
- 14.1.1 concerning the business of CSS which comes to its or his knowledge during the course of or in connection with the provision of the Services from any source within CSS; or
- 14.1.2 concerning the business of any person having dealings with the Customer and which is obtained directly or indirectly in circumstances in which CSS is subject to a duty of confidentiality in relation to that information.
- 14.2 The obligations of confidentiality set out in Clause 14 shall not apply to information which is:
- 14.2.1 used or disclosed in the proper performance of the Services or with the prior written consent of either party; or
- 14.2.2 is or comes to be in the public domain (except as a result of a breach of the CSS's obligations under the Agreement).
- 14.3 The Customer shall not divulge any commercial information regarding the arrangements between CSS and the Customer. This includes details of CSS's day rates, fees and other commercial terms. All the Customer's staff and sub-contractors should be made aware of this restriction.
- 14.4 Clause 14 shall continue to apply after the termination of the Agreement (howsoever caused) without limit of time.

15. Liability.

- 15.1 Neither party's liability to the other party for death or personal injury resulting from its negligence or that of its employees, agents or sub-contractors shall be limited or excluded.
- 15.2 Nothing in this agreement shall limit or exclude the Supplier's liability for fraud or fraudulent misrepresentation or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 15.3 Unless otherwise expressly agreed otherwise in the Statement of Work and subject to the provisions of Clauses 15.1, 15.2 and 15.4, the total aggregate liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) of either party to the other party in respect of any and all Claims (as defined below) arising under or in connection with the Agreement shall not exceed:
- 15.3.1 £1,000,000 in respect of damage to the tangible property of the other party; and;
- 15.3.2 in the case of any other Claim, an amount equal to (i) 100% of the total Fees paid by the Customer pursuant to Schedule 1, or (ii) £500,000, whichever is the lower.

"Claim" means any claim for breach of any term (whether express or implied) of the Agreement or for negligence or series of such claims arising out of the same event or directly or indirectly connected events and all such claims shall be deemed to have arisen on the happening of the event(s) giving rise to the first such claim.

- 15.4 Subject to clauses 15.1 and 15.2 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any:
- 15.4.1 Loss of profits;
 - 15.4.2 loss of sales or business;
 - 15.4.3 loss of agreements or contracts;
 - 15.4.4 loss of anticipated savings;
 - 15.4.5 loss of or damage to goodwill;
 - 15.4.6 loss of use or corruption of software, data or information; or;
 - 15.4.7 indirect or consequential loss.
16. **Termination.**
- 16.1 The Agreement shall commence on the Effective Date and shall remain in place, subject to Clauses 16.2 and 16.3 below, continue in force until such time as the Customer gives one month's written notice of termination to CSS. Notwithstanding the foregoing, any Services being performed under any active Statements of Work at such point of issuing notice shall, subject to the provisions below, continue to be provided and the provisions of the Agreement shall continue to apply to such Services.
- 16.2 Either party may terminate the Agreement and/or any individual Statement of Work:
- 16.2.1 by either party on giving notice in writing to the other if the other party commits any material breach of any term of the Agreement and (in the case of a breach capable of being remedied) has failed, within ten (10) days after the receipt of a request in writing from the non-breaching party to do so, to remedy the breach; or
 - 16.2.2 by either party on giving notice in writing to the other if the other party has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.
- 16.3 Each Statement of Work shall terminate automatically on completion of the Services by CSS to the entire satisfaction of the Customer unless terminated in accordance with the provisions of this Agreement.
- 16.4 In addition to clauses 16.1, 16.2 and 16.3, should the Customer for whom the services are being provided express dissatisfaction with any aspect of the services, then
- 16.4.1 The reason for dissatisfaction must be made known to CSS, either by the Customer or their representative.
 - 16.4.2 CSS will immediately discuss the issue with the Customer with a view to rectifying the issue and will present a proposal for rectification to the Customer if such a proposal can be agreed.

- 16.4.3 Should the Customer not accept the rectification proposal and therefore wish to terminate the CSS's services, this agreement will be terminated in accordance with clauses 16.2.1 and 16.2.2.
- 16.5 Upon receipt of notice of termination of a Statement of Work in accordance with Clause 16.2 CSS shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditure to a minimum or eliminate the same. Where reasonable and if approved in advance in writing the Customer, such expenditure may be met by the Customer.
17. **Effect of Termination.**
- 17.1 Any termination of the Agreement shall not affect any rights or liabilities of either party which may have accrued and shall not affect the enactment of any provision of the Agreement which is intended to come into or continue in force on or after such termination.
- 17.2 On the termination of the Agreement, the CSS shall cease using and immediately return to the Customer all materials owned or supplied by the Customer and all copies of the whole or any part thereof or, if requested by the Customer, shall destroy the same and certify in writing to the Customer that they have been destroyed.
- 17.3 The Terms shall survive in relation to each Statement of Work until that Statement of Work has been completed or terminated in accordance with such Terms.
18. **General.**
- 18.1 Third Party Rights. A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
19. **Assignment and subcontracting.**
- 19.1.1 The Customer may not assign or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the Supplier.
- 19.1.2 All Assigned Personnel shall be employees or associates of CSS, unless otherwise agreed by the parties in writing.
- 19.1.3 Where an Assigned Personnel is not an employee, the CSS:
- 19.1.4 shall not be relieved from any of its obligations under the Agreement by engaging such contractor;
- 19.1.5 shall secure binding obligations from such contractor so as to ensure that CSS can comply with its obligations under the Agreement.
- 19.2 Force Majeure. Neither party shall be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any cause or causes beyond its reasonable control.
- 19.3 Waiver. A waiver (whether express or implied) by one of the parties of any of the provisions of the Agreement or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver.
- 19.4 Entire Agreement. The Agreement supersedes all prior agreements, arrangements and understandings and constitutes the entire agreement between the parties relating to the subject matter thereof.

- 19.5 Modifications. No amendment or variation of the Agreement shall be binding upon the parties unless expressly stated to amend or vary its terms and signed by a duly authorised representative of each party.
- 19.6 Notices.
- 19.6.1 All notices which are required to be given under the Agreement shall be in writing and sent to the address of the recipient as set out in the Statement of Work or such other address notified by the recipient in writing.
- 19.6.2 Any such notice may be delivered personally or by first class prepaid letter or by facsimile transmission and shall be deemed to have been served (if delivered) at the time of delivery or (if sent by post) upon the expiration of forty-eight (48) hours after posting or (if sent by facsimile transmission) when despatched. Notices may be sent by email, provided that the sender retains evidence that the email was sent and received.
- 19.7 Severability. The invalidity, illegality or unenforceability of any of the provisions of the Agreement shall not affect the validity, legality and enforceability of the remaining provisions of such Agreement.
- 19.8 Authorised Representative. Each party shall nominate in the Statement of Work a representative for the purposes of the Agreement. Such representatives shall meet at agreed times and locations to discuss and minute the progress of the Services.
- 19.9 Publicity. Neither party shall not make any public announcement with regard to the subject matter of the Agreement without the prior written consent of both parties, which shall not unreasonably be withheld.
- 19.10 Data Protection. Each party agrees to comply at all times with provisions of the Data Protection Legislation in so far as it relates to activities contemplated by this Agreement.
- 19.11 Audit.
- 19.11.1 CSS will keep records detailing all actions taken in connection with the performance of its obligations under this Agreement.
- 19.11.2 In order that the Customer may audit CSS's compliance with the terms of this Agreement and the charges payable under this Agreement, CSS will provide to the Company on request, at no additional charge, with:
- 19.11.2.1 reasonable access to and copies of the records referred to in Clause 5.1;
- 19.11.2.2 reasonable access to such other all relevant information reasonably requested by the Customer;
- 19.11.2.3 all reasonable assistance in carrying out the audit.
- 19.12 Dispute Resolution.
- 19.12.1 Any disputes will be discussed in good faith by the nominated representatives of each party, who will endeavour to settle them amicably. If a dispute cannot be settled in this manner within fourteen (14) days, the parties shall each refer the dispute to their respective Managing Directors, or their appointed nominee, who shall meet in order to attempt to resolve the dispute.

- 19.12.2 Any dispute which is not resolved within thirty (30) days of such referral may be referred, with the agreement of both parties, to the Centre for Dispute Resolution.
- 19.12.3 Neither party will commence legal proceedings with regard to the Agreement until the procedures in this Clause 19.12 have been complied with, provided that nothing herein shall prevent a party from applying for injunctive relief.
- 19.13 Law. The Agreement shall be governed by and construed in accordance with the laws of England and, subject to Clause 19.13, the parties submit to the exclusive jurisdiction of the English courts for all purposes relating to such Agreement.

Schedule 1:**Statement of Work (“SOW”) for Services to be supplied by CSS Assure (“CSS”), or (“Supplier”) to Company Limited (“Abbreviation”), or (“Customer”).**

CSS “The Supplier” agrees to perform the Services (“Services”) specified in this Statement of Work. The complete agreement between “CSS” and the “Customer” regarding the “Services” set out below consists of the Master Services Agreement 00000 dated DDMMYYYY (“the Terms”) and this Statement of Work.

In the event of any conflict between the Terms and this Statement of Work, this Statement of Work shall prevail to the extent of such conflict.

1. **Description of Services.** To be inserted completed
2. **Deliverables:** To be completed
3. **Contract Exclusions:** To be completed
4. **Delivery of Service: Consist of the specific tasks, phases and responsibilities and the following terms:**
To be completed
5. **Customer Obligations: The set of general assumptions that underpin the delivery are as follows:**
6. **Service Fees and Payment Schedule.:** To be completed

All amounts invoiced by CSS are due as stated in the payment schedule, without any offset, counterclaim, holdback, or deduction. Overdue amounts bear interest at a rate of the lesser of one and a half percent per month or the highest lawful monthly rate, accrued and compounded from the date due until paid.

7. **Additional Support:** To be completed
8. **Expenses.** Should it be necessary for CSS to travel or visit the business as part of the services the following expense policy shall apply. CSS will incur and charge expenses based upon mutual agreement with the customer:
 - a. **Air Travel.** CSS consultants may use air travel if its quicker and easier than rail travel.
 - b. **Rail Travel.** Where air travel is not possible, CSS consultants will travel by the most cost effective means.
 - c. **Taxis.** CSS reserve the right to travel by taxi between home address to rail station and hotel accommodation / rail station to client site and return as necessary. Where available, the CSS policy is to use Uber for taxi journeys to aid ease of booking and cost capture.
 - d. **Hotel allowance:** Inside the M25 the CSS hotel allowance is £225 excl VAT. Outside of the M25 the CSS hotel allowance is £175 excl VAT per night. Where travel to delivery site is greater than 3 hrs, hotel accommodation and subsistence shall be charged for the night prior to delivery.
 - e. **Subsistence allowance:** £60 per day.

9. **Schedule Acceptance:**

By signing below, you agree to the terms as set out in this Schedule.

Signed

Signed

For and on behalf of “the Customer”

For and on behalf of Cyber Security Strategies Ltd

Name (print)

Name (print): Nick Pomponio/ Charlotte Riley

Position:

Position: Head Of Business
Development/Director

Date:

Date: