



CONSULTANCY SERVICES AGREEMENT

DATE OF THIS AGREEMENT:		XX/XX/XXXX
(1)	Truststream Cybersecurity LTD incorporated and registered in England and Wales with company number 16048748 whose registered office is at 55 Spring Gardens, Manchester M2 2BY (Consultant).	
Address for notices:		55 Spring Gardens, Manchester M2 2BY
Email:		
(2)	[COMPANY] incorporated and registered in United Kingdom with [COMPANY NUMBER] whose registered office is [COMPANY ADDRESS] (Client)	
Address for notices:		
Email:		
STATEMENT OF WORKS		
Commencement Date: XX/XX/XXXX		
Service Description		
Fees:		
.		
Further details:		
• The price is based on Time & Materials and represents Consultant's good faith estimate based solely on the scope defined in this Statement of Work. Any deviation from or addition to the agreed scope and additional days and/or expenses required will incur additional fees to be charged at Consultant's then-current standard rates. Please note: All fees are exclusive of 20% VAT. • The scope of any additional work will be documented by the Consultant and deemed accepted by Client unless Client objects in writing within 3 Business Days of the notification. All approved changes will be reflected in the relevant annexes to this contract. • Expenses are estimated at 10% of Fees and will be charged at cost in line with the Client's expenses policy. • Payment terms are pursuant to clause 5 of the standard terms and conditions being 50% of the Total Contract Value is due prior to the Testing Start Date, with the remaining 50% due within 14 days of completion of the Services.		
Changes – compensation for resource reallocation In the event that the Client requests a change to the agreed schedule set out in the Statement of Work, including but not limited to rescheduling, shortening or cancelling, Resource Reallocation Fees shall apply. These Fees represent a genuine pre-estimate of the Consultant's losses and costs associated with resource reallocation. Resource Reallocation Fees apply exclusively to timing modifications and not to requests for additional services, which shall be governed by the provisions in the Fees section of this Statement of Work. For the avoidance of doubt, where the Statement of Work includes multi-phase engagements, the Resource Reallocation Fee shall only apply to the affected phase.		
Definitions:		
Total Contract Value: means the total professional fees payable under the Statement of Work,		

excluding VAT and pass-through expenses (including travel, lodging, and third-party tools or licences) ("TCV")

Notice Period: means the period between the time of receipt of the Client's written request to change or cancel the booked schedule as stated on the Statement of Work and 09:00 am (Client local time) on the scheduled work Start Date. For the purposes of calculating the Notice Period, calendar days shall apply. The Client must give notice by email to chris.wilkinson@sysgroup.com with the Order reference in the subject line. Notice is effective when Consultant acknowledges receipt, which shall not be unreasonably withheld or delayed.

The Resource Reallocation Fee represents a genuine pre-estimate of the Consultants losses arising from the need to reallocate resources, lost utilisation, and preparation costs already incurred. It is payable in addition to the professional Fees for services delivered on the rescheduled dates and does not reduce the TCV. We may issue an invoice for the Resource Reallocation Fee upon receipt of the change request, and it shall be payable within 14 days of the invoice date or prior to the new scheduled delivery date, whichever occurs first.

The Resource Reallocation Fee shall be calculated as a percentage of the TCV, determined by the Notice Period provided, reflecting the increasing difficulty of reallocating resources with shorter notice period. Both parties agree that these percentages represent a fair and reasonable estimate of the Consultant's losses. The Resource Reallocation Fee shall apply in accordance with the following schedule:

Notice period (calendar Days)	% applied to TCV
≥31	No charge
30-21	25%
20-14	50
13-8	75
≤7	100

Any request to modify the delivery schedule, whether to defer, advance, or otherwise alter work commencement or any subsequent scheduled work specified in the Statement of Work, shall be considered a schedule change and shall attract the applicable Resource Reallocation Fee based on the notice period provided. The Client acknowledges that the Consultant allocates resources specifically for the agreed Statement of Work, and any deviation from these dates impacts the Consultant's resource planning and business operations.

In addition to the Resource Reallocation Fee, the Client will pay: (a) fees for services and preparation already performed up to the change date on a time-and-materials basis at the agreed rates; and (b) all non-refundable or committed third-party costs (e.g., travel, accommodation, specialist tooling/licences), plus any change fees actually incurred.

Taxes, change fees and expenses are subject to VAT.

This Statement of Works is subject to the Consultant's Agreed Terms of Business.

Signed for and on behalf of the **Client** by

Name [SIGNATURE OF CLIENT]

Position

Date

Signed for and on behalf of the **Consultant** by

Name [SIGNATURE OF CONSULTANT]

Position

Date

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AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise)

Applicable Law	means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services.
Business Day	any day other than a Saturday, Sunday, bank or public holiday in England.
Commencement Date	the date set out at the front of this agreement.
Client Property	all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.
Confidential Information	any information relating to the business of the Disclosing Party which is not publicly available including, but not limited to, any information specifically designated by the Disclosing Party as confidential; any information supplied to the Disclosing Party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the Disclosing Party.
Data Controller	has the meaning set out under the Data Protection Legislation.
Data Processor	has the meaning set out under the Data Protection Legislation.
Data Protection Legislation	means all applicable data protection and privacy legislation, regulations and guidance including, without limitation: (i) the Data Protection Act 1998 and (from May 2018 onwards) the European General Data Protection Regulation (Regulation (EU) 2016/679) and/or any domestic laws enacting the GDPR into the UK, including the Data Protection Act 2018; (ii) and the Privacy and Electronic Communications (EC Directive) Regulations (each as amended, updated or re-enacted from time to time); and (iii) any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Information

	Commissioner from time to time (all as amended, updated or re-enacted from time to time).
Data Subject	has the meaning set out under the Data Protection Legislation.
Disclosing Party	a Party that discloses or makes available Confidential Information pursuant to, or in connection with, the Engagement.
Engagement	the engagement of the Consultant by the Client on the terms of this agreement.
Fees	the fees detailed in the Statement of Works.
Intellectual Property Rights	all intellectual property rights arising anywhere in the world whether registered or unregistered (including any application for registration), including copyright, know-how, confidential information, trade secrets, domain names, trade marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights and rights to sue for passing off.
Personal Data	has the meaning set out under the Data Protection Legislation.
Process	has the meaning set out under the Data Protection Legislation (and "Processed", "Processing" and "Processes" shall each be construed accordingly).
Regulator	means the UK Information Commissioner's Office, the European Data Protection Board or any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party.
Services	the services provided by the Consultant in a consultancy capacity for the Client as more particularly described in the Statement of Works.
Statement of Works	the statement of works at the front of this agreement.
Termination Date	the date of termination of this agreement, howsoever arising.
Value Added Tax	value added tax as provided for in the Value Added Tax Act 1994 and any equivalent sales tax in any other jurisdiction.
Works	all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 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.
2. **TERM**
- 2.1 The Client shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue (subject to earlier termination pursuant to clause 10) until the Services have been performed in accordance with this agreement.
3. **DUTIES AND OBLIGATIONS**
- 3.1 During the Engagement the Consultant shall:
- 3.1.1 provide the Services with reasonable care, skill and diligence;
- 3.1.2 promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client.
- 3.1.3 comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided.
- 3.2 Unless expressly agreed to by a party in writing, the parties agree not to solicit, or make offers of employment to any personnel of the other party during the term of this agreement and for a period of six (6) months following its termination.
4. **STATUS**
- 4.1 Nothing in this agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.
- 4.2 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation during the Engagement.
5. **FEES**
- 5.1 The Client shall pay the Consultant the Fees. The Fees are quoted exclusive of Value Added Tax which (if applicable) shall be added to the Consultant's invoice(s) at the appropriate rate.
- 5.2 **The Consultant shall invoice the Client in accordance with the delivery of each completed work within the Statement of Works. Each work or deliverables should be invoiced separately.**

- 5.3 Unless otherwise agreed and subject to clause 5.2, the Consultant shall, on the last working day of each month during the Engagement, submit to the Client an invoice which gives details of the days the Consultant has worked during the month, the Services provided and the amount of the Fee payable (plus Value Added Tax, if applicable) for the Services during that month.
- 5.4 In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant in accordance with clause 5.2 or 5.3 within 14 days of receipt.
- 5.5 All amounts and fees stated or referred to in this Engagement shall be payable in pounds sterling.
- 5.6 All payments made by the Client to the Consultant under this agreement shall be made in full without any set-off, withholding, restriction, condition and without any deduction for or on account of any counterclaim.
- 5.7 The Client shall, unless otherwise agreed in the Statement of Works, reimburse all reasonable expenses, including the Consultant's costs of travel and subsistence or third party disbursements properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.
6. **CONFIDENTIAL INFORMATION**
- 6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement.
- 6.2 Each Party undertakes to respect and preserve the confidentiality of the other Party's Confidential Information for a period of ten years after the date of such disclosure (subject to clause 6.4 below). Neither Party shall, without the prior written consent of the Disclosing Party:
- 6.2.1 communicate, or otherwise make available, the Confidential Information to any third party; or
- 6.2.2 use the Confidential Information for any commercial, industrial or other purpose whatsoever other than the Objective; or
- 6.2.3 copy, adapt, or otherwise reproduce the Confidential Information except as strictly necessary for the purposes of the Engagement or as permitted by law.
- 6.3 The Consultant may disclose the Confidential Information or any part thereof, with the prior consent of the Client, to any employee of the Client who needs access to the Confidential Information in connection with the Engagement. In such an event the Client agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Confidential Information and understands that he/she is bound by conditions of secrecy no less strict than those set out here. The Consultant agrees to monitor the use of the Confidential Information by these employees and to enforce their obligations of confidence at the request of the Consultant.
- 6.4 The obligations contained in this clause 6 shall not apply or shall cease to apply to such part of the Confidential Information as the Recipient Party can show to the reasonable satisfaction of the Disclosing Party:
- 6.4.1 has become public knowledge other than through the fault of the Recipient Party or an employee or director of the Recipient Party to whom it has been disclosed in accordance with clause 6.3 above; or

- 6.4.2 was already known to the Recipient Party prior to disclosure to it by the Disclosing Party; or
- 6.4.3 is required to be disclosed or announced by law or order of any court, tribunal or agency of competent jurisdiction or by any governmental body, department or agency, or any other public authority (including any supra-national authority) having jurisdiction over it; or
- 6.4.4 it is independently developed without access to the Confidential Information; or
- 6.4.5 has been received from a third party who neither acquired it in confidence from the Disclosing Party, nor owed the Disclosing Party a duty of confidence in respect of it.

7. DATA PROTECTION

- 7.1 Each Party shall comply with its obligations under the Data Protection Legislation.
- 7.2 The Consultant anticipates that it shall not have access to the Personal Data of the Client or its personnel under the terms of this Engagement.
- 7.3 If the Consultant has access to the Personal Data of the Client:
 - 7.3.1 the Client warrants that it has obtained the consent of the employees to Process the Personal Data; and
 - 7.3.2 Consultant shall Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Engagement or as otherwise notified by the Client to the Consultant).
 - 7.3.3 If Consultant Processes any Personal Data on the Client's behalf when performing its obligations under this Agreement (Client Personal Data), the parties record their intention that the Client shall be the Data Controller and Consultant shall be the Data Processor in respect of any Client Personal Data.
 - 7.3.4 To the extent that Consultant Processes any Client Personal Data under this Agreement, Consultant shall only Process Client Personal Data for the purpose of (and to the extent required for) properly performing Consultant's obligations under this Agreement or other written instructions received from the Client from time to time.
 - 7.3.5 Consultant shall ensure that access to Client Personal Data is limited to Consultant employees and other personnel who are bound by appropriate confidentiality obligations no less onerous than those imposed on Consultant under this Agreement.
 - 7.3.6 Consultant shall comply with its obligations under Article 32 (Security) of the GDPR.
 - 7.3.7 Consultant shall not transfer any Client Personal Data outside of the European Economic Area without the Client's prior written consent.
 - 7.3.8 On the Client's request, Consultant shall, at its own cost, make available to the Client, all information necessary to demonstrate its compliance with this Agreement and shall allow for and contribute to audits, including, without limitation, inspections, conducted by the Client or another auditor mandated by the Client, of its Processing of Client Personal Data and its compliance with this Agreement.
 - 7.3.9 Consultant shall notify the Client immediately should it become aware that in complying with this Agreement or otherwise following the written instructions of the Client, it shall breach the Data Protection Legislation or other Applicable Law.
 - 7.3.10 Consultant shall, at its own cost, provide all assistance requested by the Client in relation to the Client's compliance with the Data Protection Legislation, including (without limitation) the Client's information security obligations under Article 32 GDPR, the Client's

obligations to notify the Regulator of a Security Breach under Article 33 GDPR, and/or a Data Subject of a security breach under Article 34 GDPR, and the Client's obligation to complete and review data protection impact assessments and consult with a Regulator under Articles 35 and 36 GDPR.

- 7.3.11 Consultant shall, at its own cost, implement such technical and organisational measures (as far as possible) to enable Consultant to provide assistance requested by the Client for the Client to respond to requests by Data Subjects of Client Personal Data, exercising their rights under the GDPR.
- 7.3.12 Upon termination or expiration of the Agreement; and/or written request of the Client, as the Client directs, Consultant shall, at its own cost, securely return any Client Personal Data to the Client (in a timeframe and format requested by the Client), and/or securely delete, overwrite or destroy any Client Personal Data or in some other way put beyond effective use by Consultant.
- 7.3.13 If Consultant is required by Applicable Law to retain a copy of any Client Personal Data, Consultant shall immediately inform the Customer what it is retaining, the legal reason why it needs to be retained and the period for which it will be retained.

8. INTELLECTUAL PROPERTY

- 8.1 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and all materials embodying these rights to the fullest extent permitted by law.
- 8.2 The Consultant warrants to the Client that:
 - 8.2.1 he has not given and will not give permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;
 - 8.2.2 he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 8.2.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

9. LIMITATION OF LIABILITY

- 9.1 This clause 9 sets out the entire financial liability of the Consultant (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
 - 9.1.1 arising under or in connection with this agreement;
 - 9.1.2 in respect of any use made by the Client of the Services and Works or any part of them; and
 - 9.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Engagement.
- 9.2 Nothing in this agreement excludes the liability of Consultant for death or personal injury caused by Consultant's negligence; or for fraud or fraudulent misrepresentation; or for any other liability that cannot be excluded or limited by law.
- 9.3 Subject to clause 9.2:
 - 9.3.1 the Consultant shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or

- information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Engagement; and
- 9.3.2 the Consultant's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Engagement shall be limited to the total Fees paid by the Client under this Engagement.
- 10. TERMINATION**
- 10.1 Notwithstanding the provisions of clause 2.2, either Party may terminate the Engagement immediately on notice to the other, and without liability to the other:
- 10.1.1 if the other Party breaches any of the terms of this Engagement and the breach (where the breach is capable of being remedied) has not been remedied within 14 days of a written request to remedy it;
- 10.1.2 if the other Party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for its winding up or for making of an administration order;
- 10.1.3 if the other Party ceases or threatens to cease business.
- 10.2 The rights of the Client under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.
- 11. OBLIGATIONS ON TERMINATION**
- 11.1 On termination or expiry of this Engagement, the Consultant shall:
- 11.1.1 immediately deliver to the Client all Client Property in his possession or under his control;
- 11.1.2 destroy or expunge such Confidential Information in electronic form from any computer, word processor or other like device in the Recipient Party's possession, custody or control or that of any person to whom Confidential Information is disclosed, without retaining any copies; and
- 11.1.3 provide a signed statement that he has complied fully with his obligations under this clause 11.
- 12. ANTI-BRIBERY**
- 12.1 Each Party shall:
- 12.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 12.2 Failure to comply with clause 12 may result in the immediate termination of this agreement.

13. NOTICES

- 13.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 13.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service or registered airmail at its registered office or its principal place of business;
 - 13.1.2 sent by fax to its main fax number; or
 - 13.1.3 sent by email to the email address for notices.
- 13.2 Any notice shall be deemed to have been received:
- 13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
 - 13.2.3 if sent by pre-paid airmail by a recorded delivery service, at the time recorded by the delivery service;
 - 13.2.4 if sent by fax, at 9.00 am on the next Business Day after successful transmission; or
 - 13.2.5 if sent by email, at the time that the email enters the IT system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender and provided further that within twenty four hours (24) of transmission a hard copy of the email signed by or on behalf of the person giving it is sent by pre-paid first class post, recorded delivery or registered post to the intended recipient.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. GENERAL

- 14.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Neither Party has been induced to enter into this agreement by a statement or promise which it does not contain, save that this clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.
- 14.2 No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 14.3 If any clause or part of this agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this agreement and this shall not affect any other provisions of this agreement which shall remain in full force and effect.
- 14.4 The Parties do not intend that any provisions of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 14.5 No variation to this agreement shall be effective unless in writing signed on behalf of the Parties.

- 14.6 The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement or of any term of this agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). This agreement has been entered into on the date stated at the beginning of it.