

**{CUSTOMER NAME}**

**and**

**CIRCYL LIMITED**

## **CONSULTANCY SERVICES AGREEMENT**

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## CONSULTANCY SERVICES AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2026

### BETWEEN

- (1) **{CUSTOMER NAME}**, a company registered in England and Wales (under company number {Company Number} of {Address Line 1}, {Address Line 2}, {City}, {Postcode} (the "**Company**"); and
- (2) **CIRCYL LIMITED** a company registered in England and (under company number 10685843) of 7 Claymore, Tame Valley Industrial Estate, Tamworth, B77 5DQ (the "**Consultancy**").

### INTRODUCTION

- A. The Company wishes to engage the services of the Consultancy and the Consultancy has agreed to provide services to the Company for the period and on the terms and conditions set out in this agreement.
- B. The Company and the Consultancy will describe the Services and Deliverables as required by the Company from time to time in the form of a Statement of Work, substantially in the format as set out in Schedule 2.
- C. Each Statement of Work will form a separate agreement subject the terms of this Agreement.

### AGREED TERMS

#### 1. Definitions and Interpretation

- 1.1 In this agreement and the recitals and schedules the following expressions shall have the following meanings:

"**Business Day**" means any day other than a Saturday, Sunday or any other day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is effected;

"**Commencement Date**" means the commencement date of this Agreement, which is {Close Date};

"**Deliverables**" means any material created or made by the Consultant on behalf of the Company pursuant to any Statement of Work under this agreement;

"**Group**" means the Company and its Group Members, and "Group Member" means the Company and any "group undertaking" (as defined in section 1161 of the Companies Act 2006) of the Company;

"**Reporting Contact**" means the point of contact in the Company that the Consultancy shall report to on a basis. Unless otherwise stated, this person shall be {Opportunity Contact};

"**Services**" means the services to be provided by the Consultancy as specified in sub-clause 4.1 and Schedule 1 and a Statement of Work, and all services reasonably ancillary to give effect to the Services;

"**Statement of Work**" means a document in a format similar to the example set out in Schedule 2 which includes without limitation: a description of the Services and any Deliverables, the specifications (if relevant), applicable timetable and charges, that shall be binding from the earlier of the date signed by both parties or the date set out in the Statement of Work; and

"**Termination Date**" means the date on which this agreement or a Statement of Work terminates being, as the case may be, the earlier of (i) the date of termination of this Agreement which shall be one year from the Commencement Date of this Agreement ({Close Date}); (ii) the date of termination of Services

set out in a Statement of Work; or (iii) other such earlier termination of this Agreement or a Statement of Work in accordance with this Agreement.

1.2 In this agreement and the recitals and the schedules:

- (a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- (b) reference to the singular includes a reference to the plural and vice versa;
- (c) reference to any recital, clause, sub-clause or schedule is to a recital, clause, sub-clause or schedule (as the case may be) of or to this agreement;
- (d) reference to any gender includes a reference to all other genders;
- (e) references to persons in this agreement include bodies corporate, unincorporated associations and partnerships and any reference to any party who is an individual is also deemed to include their respective legal personal representative(s) and vice versa; and
- (f) the headings to clauses are for convenience only and shall not affect the construction or interpretation of this agreement.

## **2. Engagement**

2.1 On or from the Commencement Date, the Company agrees to engage the Consultancy and the Consultancy agrees to act as a Consultancy to the Company on the terms and conditions set out in this agreement for the Services set out in Schedule 1 and a Statement of Work with respect to specific projects from time to time.

## **3. Term**

3.1 This agreement shall commence on the Commencement Date and shall continue for a period of 12 months unless and until terminated in accordance with clause 13.

3.2 Any Statement of Work under this agreement will commence on the start date set out in the Statement of Work and shall continue for the duration stated in the relevant Statement of Work subject to earlier termination of this agreement or the Statement of Work in accordance with clause 13.

3.3 Any Statement of Work will automatically terminate on the Termination Date.

## **4. Services**

4.1 With effect from the Commencement Date, the Consultancy shall provide the Services and Deliverables as detailed in any Statement of Work from the start date contained therein, to the Company and to any Group Member as directed by the Company and such other services consistent with the Services and the Deliverables as may from time to time be vested in or assigned to it by the Reporting Contact whether for a specific purpose as determined by the Reporting Contact or to provide the Services and Deliverables generally.

4.2 The Consultancy will not be entitled to commence provision of any Services or Deliverables, nor to be paid for the same, without a Statement of Work and a purchase order duly signed for or on behalf of the Company.

4.3 Each Statement of Work entered into shall be substantially in the form of the pro-forma Statement of Work attached at Schedule 2 of this agreement and shall be approved by the Reporting Contact and signed by an authorised signatory of the Company and the Consultant.

- 4.4 The Services and Deliverables shall be provided for such hours and at such places as are necessary for the proper performance of the Services and agreed with the Reporting Contact. The Consultancy shall, when providing the Services and the Deliverables, devote its full time, knowledge, skill and care to the provision of the Services and Deliverables and will deliver them in a professional and workmanlike manner, in accordance with the Company's requirements.
- 4.5 The Consultancy shall promptly give to the Reporting Contact or to whomsoever the Reporting Contact may direct (in writing if so requested) all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services and Deliverables or the business of the Company or any other Group Member.
- 4.6 The Consultancy shall comply with all reasonable standards of safety, take due regard and comply with the safety regulations of the Company and of any Group Member and all relevant statutory provisions which may be in force from time to time, and report to the Company any incident which could give rise to any unsafe working conditions or practices.
- 4.7 The Consultancy shall not at any time either during the term of this agreement or thereafter make or cause or permit to be made any untrue or misleading statement in relation to the provision of the Services or any products or services designed, manufactured, distributed or provided by the Company or by any Group Member or in relation to any Group Member.
- 4.8 The Consultancy shall not at any time either during the term of this agreement or thereafter do or say anything which damages or which could reasonably be expected to damage the interests or reputation or the Company or any Group Member or its or their officers, employees, Consultancy's or agents.
- 4.9 The Consultancy shall ensure that the time committed to the provision of the Services is accurately recorded to the satisfaction of the Company.

## **5. Fees**

- 5.1 In consideration of the Consultancy providing the Services and Deliverables in accordance with this Agreement and any Statement of Work, the Company shall (subject to receipt by the Company of appropriate invoices in accordance with sub-clause 5.2) pay to the Consultancy the relevant fee set out in the Statement of Work (the "**Fees**").
- 5.2 The Fees shall accrue from day to day (Business Days only to be included unless otherwise agreed) during the month in which the Services and Deliverables are provided and undisputed invoices shall be payable by the Company within thirty (30) days after receipt of a valid invoice. Payment of the Fees shall only be paid by the Company on receipt from the Consultancy of an appropriate invoice for this purpose. Invoices should be marked for the attention of {Contact Name} in accordance with the Statement of Work.
- 5.3 If an invoice is submitted, which in the Company's sole opinion is not valid, undisputed and properly due, the Company may withhold any disputed sums. If deemed necessary by the Company, the Consultancy will issue a credit note to the Company for the disputed amount. In the event that the Company disputes an invoice, the Reporting Contact and the designated individual from the Consultancy shall meet in an effort to promptly resolve the dispute and the Company shall pay any undisputed amounts. Once the dispute is resolved, the Company will pay promptly any amounts as have been agreed are no longer disputed.

## **6. Expenses**

The Company will not pay any additional expenses unless expressly set out in the Statement of Work or Order Confirmation issued by the Consultancy.

## **7. Other Activities**

During the term of this agreement, nothing in this agreement shall prevent the Consultancy from providing services to, or undertaking, any other business or profession.

## **8. Confidential Information and Trade Secrets**

8.1 The Consultancy acknowledges that in the ordinary course of performing the Services or providing the Deliverables pursuant to this agreement or any Statement of Work, it will be exposed to information about the Company's business and the business of other Group Members and that of their suppliers and customers which amounts to a trade secret, is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company or to any other Group Members or to the general public.

8.2 The Consultancy shall keep secret and shall not at any time either during this agreement, or after its termination, for whatever reason, use, communicate or reveal to any person for their own or another's benefit, any secret or confidential information either in whole or in part concerning the business, finances or organisation of the Company or any other Group Members, its or their suppliers or customers which shall have come to its knowledge during the course of this agreement. The Consultancy shall also use its best endeavours to prevent the publication or disclosure of any such information.

8.3 For the purposes of this clause, and by way of illustration and not limitation, information will prima facie be secret and confidential if it is not in the public domain and relates to:

- (a) raw materials;
- (b) research and developments;
- (c) formulae, formulations;
- (d) methods of treatment, processing, manufacture or production, process and production controls including quality controls;
- (e) suppliers and their production and delivery capabilities;
- (f) customers and details of their particular requirements;
- (g) costings, profit margins, discounts, rebates and other financial information;
- (h) marketing strategies and tactics; or

8.4 All documents, including without limitation materials, records, correspondence, diaries, papers, notes, memoranda, facsimiles, computer disks and information on whatever media and wherever located and whether or not confidential or a trade secret created by the Consultancy in providing the Services or the Deliverables shall be and remain the property of the Company and the Company shall be the absolute beneficial owner of the copyright in any such document.

8.5 The Consultancy shall at any time during the continuance of this agreement if so required by the Company and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise) immediately surrender to the Company all original and copy documents in its possession, custody or control (including, without limitation, all books, documents, papers, keys, materials) belonging to the Company or relating to the business of the Company together with any other property belonging to the Company.

8.6 The Consultancy shall, if requested by the Company, irretrievably delete any information relating to the business of the Company stored in any magnetic or optical disc or memory and all matter derived from

them which is in its possession, custody, care or control outside the premises of the Company and in each case shall produce such evidence of deletion as the Company may require.

8.7 The restrictions and obligations contained in clause 8 shall not apply to:

- (a) any disclosure or case authorised by the Company or required in the ordinary and proper course of the implementation of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority; or
- (b) any information which the Consultancy can demonstrate was known to the Consultancy prior to the Commencement Date or is in the public domain otherwise than as a result of a breach of this clause.

## **9. Inventions and other Intellectual Property**

9.1 The parties foresee that the Consultancy may create intellectual property in the course of the provision of the Deliverables.

9.2 Any information or copyright work, made, created, devised, developed or discovered by the Consultancy during the provision of the Deliverables with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use by the Company or in connection with the business of the Company ("**Works**") shall be disclosed to the Company and shall belong to and be the absolute property of the Company or such Group Member as the Company may direct.

9.3 The Consultancy if and whenever required to do so by the Company shall at the expense of the Company execute and do all instruments and things necessary for vesting such patents right title and interest to and in the same absolutely and as sole beneficial owner in the Company or in such other person as the Company may specify; and

9.4 The Consultancy hereby irrevocably and unconditionally waives all rights under Chapter IV Copyright, Designs and Patents Act 1988 and any other moral rights which it may have in the Works in connection with its authorship of any existing or future copyright work in the course of the provision of the Services, in whatever part of the world such rights may be enforceable, including, without limitation:

- (a) the right conferred by section 77 of that Act to be identified as the author of any such work; and
- (b) the right conferred by section 80 of that Act not to have any such work subjected to derogatory treatment.

9.5 The Consultancy irrevocably appoints the Company to be its attorney and in its name and on its behalf to execute and do any such instrument or thing and generally to use its name for the purpose of giving to the Company the full benefit of this clause 9.

## **10. Restrictive Covenants**

10.1 The Consultancy shall comply with the obligations set out in Schedule 4.

## **11. Insurance and Liability**

11.1 During the term of this Agreement and for a period of [one year] thereafter, the Consultancy shall take out and maintain full and comprehensive insurance policies for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultancy (including any negligent or reckless act, omission or default) in respect of the provision of the Services to the Company under this agreement at a level of cover and on terms reasonably acceptable to the Company and on terms not less than those set out in Schedule 3. The Consultancy shall supply to the Company on request copies of such policies and evidence that premiums on them have been paid.

*Tax indemnity*

- 11.2 This agreement constitutes a contract for the provision of services and accordingly the Consultancy will be fully responsible for and will indemnify and keep indemnified the Company and each and every Group Member for and in respect of any income tax, value added tax and National Insurance and Social Security contributions and any other liability, loss, damage, cost, expense, deduction, contribution, assessment, claim or finding arising from or made in connection with the performance by the Company of its obligations under this agreement or the performance by the Consultancy of the Services. The Consultancy will further indemnify the Company and each and every Group Member against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including any claim by any third party other than where such liability, deduction or contribution arising out of the assessment or claim arises out of the Company's negligence or wilful default.

**12. Authority and Relationship of the Parties**

- 12.1 The relationship of the Consultancy to the Company will be that of independent contractor and the Consultancy shall not assume, create or incur any liability or obligation on behalf of the Company (and acknowledges that it has no right to do so) save as specifically authorised in writing by the Company.
- 12.2 The Consultancy shall not assign this agreement to any person nor shall it sub-contract or delegate to any person any of its responsibilities under this agreement without the providing written notification to the Company.
- 12.3 Neither of the parties to this agreement is the partner of any other and nothing in this agreement shall be construed or have effect as rendering the Consultancy an employee or a partner of the Company and for the avoidance of doubt, the Consultancy shall not enter into any contractual obligations on behalf of the Company.

**13. Termination**

- 13.1 Either party to this agreement shall have the right to terminate this agreement and any or all Statements of Work immediately by notice in writing to the other party upon the happening of any of the following events:
- (a) if there is a material breach by the other party of any of the covenants obligations or stipulations to be performed or observed by the Consultancy or the Company under this agreement or any respective Statement of Work;
  - (b) if the Company enters into liquidation, whether compulsorily or voluntarily (other than for the purpose of a reconstruction), or compounds with its creditors;
  - (c) if the Consultancy enters into liquidation, whether compulsorily or voluntarily (other than for the purpose of a reconstruction), compounds with its creditors or suffers any similar action in consequence of debt;
  - (d) if a receiver or administrator is appointed of the undertaking and assets of the other party.
- 13.2 The Company shall have the further right to terminate this agreement and any or all Statements of Work immediately by notice in writing to the Consultancy upon the happening of any of the following events:
- (a) if the Consultancy fails or neglects efficiently and diligently to perform the Services, fails to provide the Deliverables or is guilty of any serious or (after warning) repeated breach of its obligations under this agreement (including any consent granted under it); or
  - (b) if the Consultancy is guilty of serious misconduct or any other conduct (whether in the performance of the Services or otherwise) which in the reasonable opinion of the Company

affects or is likely to affect prejudicially the interests of the Company or any Group Member or if the Consultancy is convicted of an arrestable offence (other than a road traffic offence for which a non-custodial penalty is imposed).

- 13.3 Either party may terminate this agreement or any Statement of Work for convenience by giving to the other not less than 4 weeks' written notice at any time.
- 13.4 Upon termination of this agreement or a Statement of Work, the Company shall have no further liability to make any further payment to the Consultant (other than in respect of any accrued fees or expenses at the date of termination).
- 13.5 Clauses 8, 9, 10, 11 12, 15, 16 and 17 shall survive the termination of the agreement.

#### **14. Notices**

- 14.1 Any notice or other written communication to be given under or in connection with this agreement shall be in writing and may be delivered personally or sent by first class post (or by airmail if the party giving the notice is overseas) or by facsimile or by email.
- 14.2 The address for service of any party shall in the case of the Company be its registered office and in the case of the Consultancy shall be its address as stated in this agreement or, if any other address for service has previously been notified to the server, to the address so notified.
- 14.3 Any such notice or other written communication shall be deemed to have been served:
  - (a) in the case of a corporate addressee if marked for the attention of the managing director;
  - (b) if personally delivered, at the time of delivery;
  - (c) if posted, at the expiry of two Business Days or in the case of airmail four Business Days after it was posted;
  - (d) if sent by facsimile message, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next Business Day in the place from which it was sent;
  - (e) if sent by email, at time of delivery to the recipient's computer.
- 14.4 In proving such service it shall be sufficient to prove that personal delivery was made or that such notice or other written communication was properly addressed stamped and posted or in the case of a facsimile message that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted or in the case of email transmission by production of an email delivery receipt showing the recipient's email address and time and date of delivery of the email to the recipient's computer.

#### **15. General**

- 15.1 Each party shall bear its own costs incurred in the negotiations leading up to and in the preparation of this agreement and of matters incidental to this agreement.
- 15.2 No term or provision of this agreement shall be varied or modified by any prior or subsequent statement, conduct or act of any party, except that the parties may amend this agreement only by letter or written instrument signed by all of the parties.
- 15.3 The headings to the clauses in this agreement and in the schedules are for ease of reference only and shall not form any part of this agreement for the purposes of construction.

- 15.4 This agreement sets out the entire agreement and understanding between the parties and as from the Commencement Date all other agreements or arrangements between the Company and the Consultancy relating to the provision of any services by the Consultancy shall cease to have effect.
- 15.5 The Consultancy and the Company confirm that neither has entered into this agreement in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this agreement.
- 15.6 This agreement may be entered into by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but the counterparts shall together constitute one and the same instrument.
- 15.7 If at any time any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

## **16. Anti-corruption and indemnity**

- 16.1 The Consultancy warrants that it will not give, offer or pay (either directly or through a third party) the payment of any financial or other advantage to any third parties, which would cause the Consultancy or Company to be in violation of any applicable anti-corruption laws, including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010.
- 16.2 The Consultancy shall disclose to Company all payments it has made, is obligated to make or intends to make to any agents, brokers, intermediaries or other third parties in connection with the awarding of or maintenance of this Agreement.
- 16.3 If the Consultancy gains knowledge of any conduct by one of its employees, sub-contractors, independent consultants, agents or other third party which constitutes bribery or corruption, or if the Consultancy has specific suspicion of such conduct, it shall immediately inform Company of such knowledge and information.
- 16.4 Company reserves the right to verify, either itself or through qualified third parties instructed by it, the Consultancy's compliance with this Clause 16 by way of audit controls. The Consultancy shall permit Company, and any person nominated by it for this purpose, to have such access on demand to the Consultancy's premises, personnel, systems and books and records as Company may require to verify the Consultancy's compliance with this Clause.

### *Indemnity*

- 16.5 The Consultancy shall indemnify, keep indemnified and hold harmless Company from and against all direct expenses, liabilities, injuries, losses (all three of which terms include direct pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings, judgments and reasonable legal costs (on a full indemnity basis) which Company incurs or suffers as a result of any breach by the Consultancy or any consultant acting for the Consultancy of any of its obligations or warranties under this Agreement or a Statement of Work. This indemnity shall not apply to any fine levied on Company as a result of Company's criminal conduct. The per event liability of the Consultant to the Company under this clause 16.5 shall be limited to the value of the insurance policies in clause 11.1.

## **17. Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with English law and the Company and the Consultancy agree that any dispute arising under this agreement shall be decided in the English courts which shall have the sole jurisdiction in any such matter.

EXECUTED by the parties on the date set out at the head of this Agreement:

Signed on behalf of **{COMPANY NAME}**

Signed on behalf of the **CIRCYL LIMITED**

**Authorised Signature:**.....

**Signature:**.....

**Name (in capitals):**.....

**Name (in capitals):** JASON BETTERIDGE

**Title:** .....

**Title:** Managing Director

**Date:** .....

**Date:** .....

## **SCHEDULE 1**

### **The Services**

#### **General Services**

The Consultancy shall provide IT and Business Consulting Services as set out in a Statement of Work.

#### **Specific Services and projects**

The specific Services required by the Company from time to time shall be identified and scoped using the Statement of Work template as contained in Schedule 2 of this agreement. In each case, the Statements of Work concerned will be adapted in accordance with business requirements of the Company which will reflect specific variations as agreed by the Company for the purpose of resolving any identified issues in such agreements under a project.

## SCHEDULE 2

### Template Statement of Work

This is a Statement of Work under the terms of a Consultancy Agreement between **{COMPANY NAME}** and Circyl Limited with a commencement date of {Close Date}, agrees to provide the services and deliverables for the project for the period below until and unless this Statement of Work is terminated earlier in accordance with its terms or the Agreement:

|                                                             |                                                                                                                                                                             |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name</b>                                         | IT Consultancy – {Project Name}                                                                                                                                             |
| <b>Commencement Date</b>                                    | {Close Date}                                                                                                                                                                |
| <b>End Date</b>                                             | {End Date}                                                                                                                                                                  |
| <b>Early termination flexibility</b>                        | Customer Notice Period: 5 working days<br><br>Consultancy Notice Period: 5 working days<br><br>(the provisions of Clause 13 of the Consultancy Services Agreement apply)    |
| <b>Days / Fees</b>                                          | {Days} days @ {Account Day Rate} per day excluding VAT and expenses                                                                                                         |
| <b>Invoicing arrangements</b>                               | 30% invoiced upon project commencement, and then to be billed on the last working day of the month for the time worked that month.<br><br>Invoice payment terms net 30 days |
| <b>Named Consultant(s)</b>                                  | Andrew Morgans and Andy McLean                                                                                                                                              |
| <b>Reporting Contact name</b>                               | {Opportunity Contact}                                                                                                                                                       |
| <b>Location of assignment</b>                               | Remote / Flexible Working                                                                                                                                                   |
| <b>Description of Services</b>                              |                                                                                                                                                                             |
| <b>Description of any Deliverables and timings (if any)</b> |                                                                                                                                                                             |

**Authorised Signature:**.....

**Signature:**.....

**Name (in capitals):**.....

**Name (in capitals):** JASON BETTERIDGE

**Title:** .....

**Title:** Managing Director

**Date:** .....

**Date:** .....

### SCHEDULE 3

#### Insurances of the Consultancy



## Professional Risks

### SCHEDULE

|                                      |                                                                        |                |            |
|--------------------------------------|------------------------------------------------------------------------|----------------|------------|
| Policy number:                       | PI25I788965A                                                           | Date of issue: | 06/11/2025 |
| Wording:                             | PMR HCCI Tech 1018                                                     |                |            |
| Date of proposal form:               | 25/09/2024                                                             |                |            |
| Insured:                             | Circyl Limited                                                         |                |            |
| Business:                            | IT consultants                                                         |                |            |
| Period of insurance:                 | From: 25th September 2025 To: 24th September 2026 Both dates inclusive |                |            |
| Premium:                             | GBP 2,307.21 plus Insurance Premium Tax as applicable                  |                |            |
| Additional condition (all sections): | Instalment Endorsement                                                 |                |            |

### Section 1: Professional Indemnity

|                        |                                                              |                                                                                                         |  |
|------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--|
| Indemnity limit:       | GBP 1,000,000 any one claim defence costs in addition        |                                                                                                         |  |
| Excess:                | GBP 250 each and every claim does not apply to defence costs |                                                                                                         |  |
| Additional conditions: | Retroactive date:                                            | 25/09/2017                                                                                              |  |
|                        | Geographical Limits:                                         | Worldwide excluding USA / Canada                                                                        |  |
|                        | Jurisdiction:                                                | Worldwide excluding USA / Canada                                                                        |  |
|                        | PMR 593                                                      | Cyber and Data Protection Law Exclusion with write-back and Loss of Data Exclusion for Section 2 - Tech |  |
|                        | PMR 328                                                      | Instalment Endorsement                                                                                  |  |

## Section 2: General Liability

### Indemnity limits:

|                               |                                                                                                                                                                                                                                                                                                 |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employers' liability:</b>  | <p>GBP 10,000,000 any one occurrence</p> <p>If EL applies, the Limit of Indemnity shall be GBP 5,000,000 in respect of bodily injury arising from Terrorism or occurring Offshore (if applicable) or arising out of exposure to Asbestos</p>                                                    |
| <b>Public liability:</b>      | GBP 1,000,000 any one occurrence                                                                                                                                                                                                                                                                |
| <b>Products liability:</b>    | GBP 1,000,000 any one occurrence and in all in the period of insurance                                                                                                                                                                                                                          |
| <b>Pollution liability:</b>   | GBP 1,000,000 any one occurrence and in all in the period of insurance                                                                                                                                                                                                                          |
| <b>Excess:</b>                | GBP 250 each claim in respect of Damage                                                                                                                                                                                                                                                         |
| <b>Additional conditions:</b> | <p><b>Offshore Risks:</b> This policy does not provide coverage in respect of risks located Offshore</p> <p><b>Applicable Courts:</b></p> <p>A) Employers Liability: United Kingdom and Channel Islands</p> <p>B,C,D) Public, Products, Pollution Liability: Worldwide excluding USA/Canada</p> |

**SCHEDULE 4**

**Restrictive Covenants**

None