

Cybersecurity Consulting Services

Proposal for Client
Privileged and Confidential



Reference #
Proposal Date:

Prepared for:
Client

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, ,

1. CONFIDENTIALITY & LEGAL NOTICE

This document contains confidential, trade secret and proprietary information of CYPFER Limited (“CYPFER”). The recipient is expected to treat this document as they would their own most confidential internal material. Neither this document nor any diagrams contained in this document may be disclosed to any person outside the recipient’s organisation without express written permission from CYPFER.

CYPFER reserves the right to revise our interpretations, calculations, or comments, if any, referred to in this report if deemed necessary. Except as provided in a signed Final Report, Draft Reports or other information provided shall not be utilised for actionable cause.

2. SCOPE OF WORK

This Statement of Work (“SOW”) is made and entered into as of 20 January 2026, by and between CYPFER Limited (“CYPFER”) and Client (“Client”) for the purpose of providing Cybersecurity Consulting Services, as defined in this SOW and any other agreed-upon services provided by CYPFER, its agents and contractors (collectively, the “Services”).

All notices to or from either party must be sent in writing via email or certified mail to the addresses identified below. All notices sent or received will be considered served upon confirmation of delivery by receipt or by verbal confirmation from Client or from CYPFER.

Client Contact Information:

Corporate Legal Name:	Client
Authorized Signatory, Title:	,
Address:	, ,
Main Contact(s):	
Contact Office Tel(s):	
Email	
Billing Contact name and email (if different from above)	

CYPFER Contact Information:

Address: 30 St Mary Axe, 28th floor, London, EC3A 8EP, United Kingdom
Contact: Kadir Levent, Managing Partner, UK
Direct / Email: +44 7885-784078 / klevent@cypfer.com

CYPFER will provide the Services as directed by Client for the benefit of the Client and as such, each of CYPFER and Client agrees that the Services, including all correspondence relating to the provision of such Services, are subject to legal privilege, including but not limited to attorney-Client privilege. Client acknowledges and agrees that CYPFER is being retained by Client, and CYPFER will perform Services under the SOW pursuant to Client's direction and requested scope.

Client has requested CYPFER to provide an estimate for the delivery of Services. CYPFER anticipates that the Services will include the following key activities:

2.1 Description of Services:

3. CLIENT RESPONSIBILITIES

To help support the overall quality, effectiveness and timely nature of the engagement CYPFER defines the following responsibilities for our clients during an engagement.

- Designation of a single individual to act as a central point of communication. This individual will be responsible for supporting clear communications between organisations, ensuring appropriate approvals, and advocating the decision-making requirements for this engagement.
- Designation of a single individual to act as a technical liaison in the circumstance that issues occur outside of expectations during the engagement.
- The Client shall be responsible for payment of CYPFER's fees for Services performed as described herein.
- CYPFER will provide a Project Completion Notification email (whichever happens first):
 - Upon delivery of the final engagement report or
 - 30 days after the last draft of the engagement report has been provided without any edits requested pending or
 - Upon completion of services to be provided when no report is required.

Client will acknowledge receipt by email within ten (10) business days. If Client neither provides a written confirmation nor disputes completion within such ten-business-day period, then the project will be deemed completed.

4. PRICING AND PAYMENT

Below is a cost estimate based on CYPFER's general understanding of the Engagement.

Service Name and Estimated Hours	Total (£)
Incident Response Consulting - XX hours	

Service Name and Estimated Hours	Total (£)
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Post Breach Remediation Consulting - XX hours	
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Forensics Investigation of XX systems - hours	
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Total (GBP):

Total Hours:

Client Initials: _____

Notes:

- CYPFER's insurance panel rate for <Insurance name> is GBP TBD/hr. for Consulting and Forensics services, discounted from £TBD/hr. The offered rate is predicated on Client confirmation that a claim was or will be submitted and that a claim number is provided to CYPFER within 5 days of signature of this SOW. In case of Client not confirming a claim will be submitting and/or providing a claim number, CYPFER's standard hourly rate of £TBD/hr. will prevail and replace the current rate provided. CYPFER will require a 50% replenishable retainer in all matters where a claim number has not been provided. The retainer amount will be calculated based on the total of the SOW scope with the standard hourly rate and not the insurance panel rate.
- A retainer fee of GBP £XX.00 (50% of the SOW amount) will be required upon signature of this SOW. CYPFER will provide wire transfer information Client due upon the first business day post-approval of the SOW (approval on weekends will require a retainer to be wired on the Monday following the weekend). The retainer amount payment is due within 5 days of the SOW signature. Any balance for work performed will be invoiced on a monthly basis.
- CYPFER's standard business hours are defined as 8:00 AM until 7:00 PM, Monday through Friday, in the Client's local office time zone. All work performed outside of those business hours will be charged in time and a half (1.5x)
- This engagement has been quoted as a fully remote effort and no travel or onsite visits will be required. If post signature of this SOW it is deemed that travel is required, Client will be charged actual travel costs (hotels, meals and lodging at actual cost) and travel time will be charged at 50% of the SOW's hourly rate in addition to travel expenses.
- Client will be charged actual travel costs if required (CYPFER will advise the Client of such expenses). Travel charges will be billed at the actual cost. <only include if engagement is on-site>
- Hotels, meals and lodging expenses will be billed at actual cost.
- Travel time will be charged at 50% of the SOW's hourly rate in addition to travel expenses. Travel time has not been included in the estimated scope of work provided above. CYPFER

estimates that travel hours should not surpass 20% of the total work hours estimated and will be charged in addition to, if incurred. Any additional travel hours beyond this will require Client approval.

- Hour ranges should be considered as estimated minimum and not to exceed the number of hours. If additional efforts are required, a change order will be created.
- CYPFER will invoice £10 per Gigabyte per Month of storage used in the delivery of services to Clients for any Client data stored. This charge will start if data remains with CYPFER upon completion of services are confirmed or upon delivery of the final engagement report (whichever happens first). CYPFER will inform Client when the affected period begins and a total amount to be charged for the total of GB used will be included in an invoice at the end of each affected month.
- Payment terms are NET-30. A two percent charge will apply per month for late payments.
- Client will incur fees for additional hours on an hourly basis and will only be invoiced for work performed.
- These hours are estimated based on our general understanding of the requirements and scope of work.
- These estimations do not include any Client resource time, nor do they provision any time for court attendances or similar unknowns (all of which will be charged at our hourly rate per resource). Additional hours may be required in the case of an increase in scope and requirements.
- All work will be performed when both parties agree on defined dates and times.
- This proposal is valid for thirty (30) days from the proposal date on the cover page
- The table above outlines an estimated effort based on the current information available to CYPFER.
- In the event there is a change in scope and additional hours are required, CYPFER will provide written notice and request to Client and will only proceed upon written approval from Client.
- Any and all applicable taxes (if applicable) are not included in the price above and are extra.
- Client confirms has cyber insurance and plans to submit a claim to (Name of Insurance Carrier)
- Client does not have cyber insurance and/or does not plan to submit a claim.

Client Initials:

5. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from all claims arising from or related to any breach or default of the performance of any obligation of the party to be performed under the terms of this agreement or arising from any negligence of the party, or any of the party's agents, contractors, or employees, and from all costs, attorneys' fees, expenses and liability incurred in the defence of any such claim and any action or proceeding involving such claim. A party making a request for indemnification must:

1. promptly inform the Indemnitor in writing and furnish a copy of each communication, notice or other action relating to the alleged infringement; if failure to provide timely notice will not impact the Indemnitor's indemnification obligations unless such untimely notice impacts the Indemnitor's ability to defend the claim;
2. give the Indemnitor control over the defence and negotiations for a settlement or compromise.
3. give the Indemnitor all reasonable authority, information and assistance, at the indemnitor's expense, necessary to defend or settle such suit or proceeding, provided that the indemnitee may participate in the proceedings and settlement discussions with counsel of its own choosing at its own cost; and
4. the indemnitee incurs no obligation or liability with respect to any alleged infringement claim that is not covered under an indemnity or will result in reputational impact without the prior written consent of the indemnitee.

6. WARRANTIES

CYPFER warrants that it will exercise reasonable care in performing the services set forth in this proposal. Except for this limited warranty, CYPFER does not make any other representations, warranties, or conditions of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage, with respect to the subject matter of this proposal. CYPFER specifically disclaims all implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

CYPFER does not warrant that the deliverables or any services provided under this agreement will meet the Client's requirements, that the operation of the deliverables will be uninterrupted or error-free, or that defects in the deliverables will be corrected. In no event will either party be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages arising from or related to this agreement, including but not limited to damages for lost data, revenue or profits. In no event shall CYPFER's aggregate liability arising out of or related to this proposal exceed the net amount CYPFER has received from Client under this proposal.

7. FORCE MAJEURE

Any failures or delays in performance under this Proposal by either party shall be excused, and

the time for performance extended, to the extent such failure or delay is caused by acts of nature, war, terrorism, disasters, strikes, curtailment of transportation facilities, civil disorder, emergency, or any other interim events rendering performance impossible by such party. If CYPFER's performance hereunder is prevented or delayed for more than 30 consecutive calendar days, the Client may terminate this Proposal by providing CYPFER with written notice.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION OR FAILURE TO RECOGNISE EXPECTED SAVINGS HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10. APPROVAL OF PROPOSAL

IN WITNESS WHEREOF, the undersigned have agreed to the proposal as well as to the terms and conditions described above.

CYPFER Limited
Kadir Levent, Managing Partner UK

Date:

Client:

Approved on: