

1. TERM

Inmarsat (or “we”) shall engage [Company Name as per Section (1) of the Summary Form] (“the Company” or “you”) and Company shall make available to Inmarsat [Individual’s Name as per Section (3) of the Summary Form] (“the Individual”) to provide consultancy services on the terms of this agreement from [Date as per Section (2) of the Summary Form] to [Date as per Section (2) of the Summary Form], unless terminated earlier in accordance with Clause 9 or by either Party by giving not less than 14 days notice.

2. DUTIES

2.1 You shall and shall procure that the Individual use your or his best endeavours to promote the interests of Inmarsat and, unless prevented by ill health or accident, devote at least [Number of days as per Section (2) of the Summary Form] days in each calendar month (each day being not less than 7.5 man hours) to carrying out the following services for Inmarsat with due care and skill:

(a) [Description of the Services as per Section (2) of the Summary Form] (**Services**).

2.2 If the Individual is unable to provide the Services due to illness or injury, you shall notify Inmarsat as soon as reasonably practicable and provide us with such evidence as we may require.

2.3 The Company and the Individual have no authority (and shall not hold themselves out as having authority) to bind Inmarsat or to incur any expenditure in the name of or for the account of Inmarsat, unless we have specifically permitted this in writing in advance.

2.4 During the term of this agreement, you shall comply and shall procure that the Individual shall comply with Inmarsat’s Corporate Policies (a copy of these shall be available on request), in respect of IT Security, Sensitive Information, Legal Compliance, Whistle Blowing, anti-bribery and corruption, and Conduct and Discipline. Conduct and Discipline may include, but is not limited to, harassment, racism, bullying and alcohol, drugs and substance misuse.

2.5 The Company shall and shall procure that the Individual comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and 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. Breach of this clause 2.6 shall be deemed a material breach of this agreement.

3. FEES AND EXPENSES

3.1 Inmarsat will pay you a fee of [Amount as per Section (2) of the Summary Form] exclusive of VAT. You shall submit invoices to Inmarsat on a monthly basis setting out the hours that the Individual has worked for Inmarsat during the preceding month and any value added tax payable (if applicable). Inmarsat will pay such invoices within 30 days of receipt.

3.2 Inmarsat shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services by the Individual

within 30 days of receipt of your invoice and all relevant receipts in accordance with Inmarsat’s Travel Policy.

3.3 We are entitled to deduct from any sums payable to you any sums that you or the Individual may owe Inmarsat or any of its group companies at any time.

3.4 If the Individual is required to travel abroad in the course of the Services, you shall be responsible for any necessary insurances, inoculations and immigration requirements.

4. NON-COMPETE

You and the Individual may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with Inmarsat. However, during the term of this agreement, and for a period of [Duration in Months as per Section (2) of the Summary Form] months thereafter, you shall not and shall procure that the Individual shall not be involved in any capacity with a business which does or could compete with the business of Inmarsat without the prior written consent of Inmarsat.

5. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

5.1 You shall not and shall procure that the Individual shall not use or disclose to any person either during or at any time after your engagement by Inmarsat any confidential information about the business or affairs of Inmarsat, or about any other matters which may come to your or their knowledge in the course of providing the Services. For the purposes of this clause 5, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of Inmarsat.

5.2 The restriction in clause 5.1 does not apply to:

- (a) any use or disclosure authorised by Inmarsat or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.3 All documents, manuals, hardware and software provided for your or the Individual’s use by Inmarsat, and any data or documents (including copies) produced, maintained or stored on Inmarsat’s computer systems or other electronic equipment (including mobile phones if provided by Inmarsat), remain the property of Inmarsat.

6. DATA PROTECTION

6.1 You consent and shall procure that the Individual consents to Inmarsat holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any “sensitive personal data” as defined in the Data Protection Act 1998 relating to the Individual including, as appropriate:

- (a) information about his physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
- (b) the Individual’s racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

- (c) information relating to any criminal proceedings in which the Individual has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 6.2 You consent and shall procure that the Individual consents to Inmarsat making such information available to our other group companies, those who provide products or services to Inmarsat (such as advisers), regulatory authorities, governmental or quasi governmental organisations and potential purchasers of Inmarsat or any part of its business.
- 6.3 You consent and shall procure that the Individual consents to the transfer of such information to Inmarsat's business contacts outside the European Economic area in order to further its business interests.
- 7. INTELLECTUAL PROPERTY**
- 7.1 You hereby assign and, when applicable, shall procure that the Individual assigns to Inmarsat all intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for Inmarsat. You agree to and to procure that the Individual shall promptly execute all documents and do all acts as may, in the opinion of Inmarsat, be necessary to give effect to this clause 7.
- 7.2 You hereby, and where applicable, shall procure that the Individual, irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you or he may have or will have in any existing or future works relating to the Services.
- 7.3 You hereby agree to indemnify Inmarsat and keep it indemnified at all times against any loss, damage or expenses incurred by Inmarsat with respect to any intellectual property infringement claim arising from any work, materials, inventions supplied by you or the Individual in the course of providing the Services.
- 7.4 You hereby, and where applicable, shall procure that the Individual, irrevocably appoint Inmarsat to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving Inmarsat or its nominee the benefit of this clause 7 and acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of Inmarsat that any instrument or act falls within the authority conferred by this clause 7 shall be conclusive evidence that such is the case.
- 8. INSURANCE AND LIABILITY**
- You shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by Inmarsat arising in connection with the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers acceptable to Inmarsat. You shall on request supply Inmarsat copies of insurance policy and evidence that the premium has been paid.
- 9. TERMINATION**
- Inmarsat may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you or the Individual are in material breach of any of your obligations under this agreement;
- (b) you or the Individual are guilty of any gross misconduct affecting Inmarsat's business;
- (c) the Individual is convicted of any criminal offense (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or custodial penalty is imposed).

Any delay by Inmarsat in exercising its rights to terminate shall not constitute a waiver thereof.

10. OBLIGATIONS UPON TERMINATION

You shall and shall procure that the Individual shall at any time on request and in any event prior to the termination of this agreement;

(a) return to Inmarsat any Company property in your possession and any original or copy documents obtained by you in the course of providing the Services; and (b) irretrievably delete any information relating to the business of Inmarsat stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the premises of Inmarsat.

11. STATUS

- 11.1 The relationship of the Company (and the Individual's) to Inmarsat will be that of an independent contractor and nothing in this agreement shall render you or the Individual an employee, worker, agent or partner of Inmarsat and you shall not hold yourself out as such.
- 11.2 You shall be fully responsible for and indemnify Inmarsat against any liability, assessment or claim for:
- (a) taxation whatsoever arising from or made in connection with the performance of the Services, or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law;
- (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you the Individual against Inmarsat arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Inmarsat.
- Inmarsat may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

12. VARIATION AND THIRD PARTY RIGHTS

- 12.1 This agreement may only be varied by a document signed by both you and Inmarsat.
- 12.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and Inmarsat shall have any rights under it.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This agreement shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.