

**Status:** Canonical pilot agreement structure. Not a legal document — has to be papered by a Jersey-qualified lawyer before signature. This scaffold tells the lawyer what to draft. **Owner:** Sabrina Stewart. **Linked to:** 02\_Pricing\_Sheet\_v0.2, 03\_Discount\_Policy.

## Purpose

Pilots are the highest-leverage commercial instrument RegAlign has while single-founder. Each pilot must be:

- **Paid**, never free.
- **Fixed-scope**, written.
- **Time-bound**, dated.
- **Conversion-linked**, with a named trigger.
- **Reference-price protected** — the pilot rate never becomes the production rate.
- **Unilaterally terminable** by the customer, fee-free, for any reason.

## Clauses (must-have)

### 1. Parties

RegAlign Limited, a company incorporated in Jersey with registration number 165263, whose registered office is 9 Bond Street, St. Helier, JE2 3NP, and [Customer], a [type] regulated by the JFSC (or other named regulator).

RegAlign<sup>®</sup> is a registered UK trade mark, UK00004283882. The mark is owned by Sabrina Stewart and licensed to RegAlign Limited under an exclusive worldwide licence dated 2026-06-05.

### 2. Pilot term

Fixed start and end date. Standard durations:

- **Pre-funding TCB / Bank pilot:** 90 days from go-live.
- **Pre-sale design partner pilot (Equiom-shaped):** 120 days from go-live.
- **Channel POC (Optify-style):** scoped separately.

No automatic extension. Any extension is a new agreement at a new price.

### 3. Pilot fee

- **Pre-funding pilot:** £7,500 fixed, payable 50% on signature, 50% at day 45.
- **Design partner pilot:** £10,000–12,000 fixed, payable 50% on signature, 50% at day 60.
- **Channel POC:** bespoke commercial terms.

Pilot fee is non-refundable on customer-side termination after day 14.

### 4. Reference-price protection (mandatory clause)

"The pilot fee paid under this agreement does not constitute, and shall not be referenced as, a baseline price for any subsequent licence, renewal, or commercial agreement between the parties, or as evidence of

RegAlign's pricing to any third party. Production licence pricing is governed by RegAlign's then-current published commercial terms and any specific Statement of Work agreed at conversion."

This clause is non-negotiable. Any customer that refuses it is not a fit for a pilot.

## 5. Scope

Written, numbered, attached as Schedule 1. Includes:

- Named entities / matters / records included.
- Named users (max headcount).
- Named jurisdictions (single, unless explicitly extended).
- Named modules in / modules out.
- What RegAlign will and will not configure during the pilot.

Out-of-scope work is a written change order, separately priced.

## 6. Conversion trigger

Named event that converts the pilot to a production licence. Examples:

- "Customer's funding round closes" (Startup TCB / Bank).
- "Customer's sale completes or terminates" (Equiom).
- "Customer onboards its first paying client onto the JFSC-regulated business" (greenfield startup).
- "120 days elapse and customer elects to continue" (catch-all).

If trigger occurs and customer elects to proceed: conversion price is **list price for the appropriate tier** (02\_Pricing\_Sheet\_v0.2), minus any pre-agreed conversion discount (max 25% year-one per 03\_Discount\_Policy).

If trigger occurs and customer elects not to proceed: written termination, fee-free, with mutual non-disparagement and reference-rights survival (clause 9).

## 7. Termination

Customer may terminate at any time, for any reason, on 14 days' written notice. No exit fee. RegAlign may terminate for cause (non-payment, breach of acceptable use, regulatory event) on 14 days' written notice.

On termination:

- Customer data exported in machine-readable form within 14 days.
- RegAlign retains anonymised aggregate metrics only (no customer-identifiable data).
- Reference-rights, confidentiality, and reference-price protection clauses survive termination.

## 8. Service level (pilot)

**Best-efforts, supervised.** Explicitly stated: pilot is not production-grade. RegAlign provides:

- Email support, response within 1 business day.
- Founder availability for 2 scheduled review sessions during pilot term.
- No 24/7 incident response. No uptime SLA. No production indemnity.

If customer requires production SLA, they must convert to production licence under standard terms.

## 9. Reference rights

Customer grants RegAlign, on conversion *or* on a mutual goodwill termination:

- Right to name customer as a pilot participant in commercial materials.
- Right to quote a named individual (with that individual's separate written consent) in case-study form.
- Right to reference the engagement, anonymously, in any commercial or investor context regardless of outcome.

Customer may withhold the named reference; the anonymous reference right is non-negotiable.

## 10. IP and data

- All customer data remains customer's property.
- RegAlign retains all platform IP, methodology, and aggregate anonymised insight.
- Any customer-specific configuration produced during the pilot is RegAlign's IP and licensed back to customer under the production licence on conversion.
- No customer data used to train any model without separate written customer consent.

## 11. Liability cap

Pilot fee paid, capped. Excluded: gross negligence, wilful misconduct, IP indemnity (which is uncapped to the value of damages awarded). PI insurance evidence to be provided to customer on request (see 06\_DPIA\_Template, 07\_BCP\_Outline).

## 12. Governing law and jurisdiction

Jersey law. Jersey courts.

## What the scaffold does not cover (lawyer to draft)

- Detailed DPA / data processing terms (see 06\_DPIA\_Template for the input).
- Specific JFSC outsourcing notification language.
- Anti-bribery, modern slavery, sanctions, export control standard schedules.
- Insurance specification (PI, cyber, BCP).
- Survival schedule formal drafting.

## Pre-signature checklist

Before any pilot is signed, the following must be in place:

- Reference-price protection clause present and unredacted.
- Scope schedule attached and signed.
- Conversion trigger named and dated.
- Customer's CCO/MLRO and signing authority identified in writing.
- PI insurance evidence ready to provide on request.
- DPIA template completed for the specific customer scope.
- Pilot logged in /docs/canonical/deals/ with all commercial terms.
- Jersey-qualified lawyer review of the final document.
- Founder's own employer-conflict disclosure on file and current.