

## NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### Services Module (Audit Services)

#### 1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to audit services, and is to be read in conjunction with NCC Group's General Terms and Conditions.
- 1.2 NCC Group's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

#### 2 Definitions:

"**Audit Services**" means those audit services detailed in the Statement of Works;

"**PCI**" means Payment Card Industry;

"**PCI SSC**" means Payment Card Industry Standards Security Council;

"**ROC**" means the report on compliance created by NCC Group as part of the Audit Services.

#### 3 Client's Duties

- 3.1 The Client agrees:
  - 3.1.1 to arrange a mutually convenient time and date with NCC Group for the performance of the Audit Services;
  - 3.1.2 to provide NCC Group with prompt access to all staff it requires for the duration of the Audit Services;
  - 3.1.3 to co-operate with NCC Group and to provide it promptly with information NCC Group requires in order to provide the Audit Services;
  - 3.1.4 to ensure that, where the Audit Services are taking place on its premises, the premises are safe at all times. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
  - 3.1.5 that, where NCC Group is carrying out PCI related Services for the Client, NCC Group may be obliged to disclose assessment results, including ROCs, to PCI SSC or any then current member of PCI SSC in order to verify the reliability and accuracy of its assessments;
  - 3.1.6 that, where NCC Group is carrying out Audit Services in respect of MasterCard or Visa, NCC Group may be obliged to disclose to MasterCard or Visa evidence in support of the audit results;
  - 3.1.7 it is responsible (in consultation with NCC Group) for determining that the scope of the Services as set out in the Statement of Works is appropriate for its needs;
  - 3.1.8 nothing in the Deliverables or Services shall be deemed to be confirmation from NCC Group that the Client's operations, methodology, systems, or equipment is fully compliant with all aspects of the GDPR and, subject to clause 4.3 below, NCC Group excludes all liability arising out of the Client's assertion that this is the case;
  - 3.1.9 that other than as set out in a Statement of Works, NCC Group will not audit or otherwise test or verify the information provided to it by the Client or on behalf of the Client in the course of the Services. NCC Group shall be entitled to rely on all information provided to it by the Client and on the Client's decisions and approvals in connection with the Services and to assume that all such information provided to NCC Group from whatever sources is accurate, complete and not misleading;
  - 3.1.10 NCC Group's role is to provide the Client with advice and recommendations for its consideration and the Client remains solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying its independent business judgement to evaluate any advice or recommendations that NCC Group provides. The Client shall decide whether NCC Group's advice or recommendations make sense in the context of its business, and whether it wishes to rely on, implement or act on it;

- 3.1.11 that unless provided otherwise in the Statement of Works, NCC Group has no responsibility to update any Deliverables for events occurring after the earlier of: (1) the date the Services are completed; and (2) the date the Client first makes use of the Deliverables;
- 3.1.12 that NCC Group will not monitor the continuing relevance or suitability of the Deliverables, Services or ROCs for the Client's purposes; and
- 3.1.13 NCC Group and/or its Consultants may in the performance of the Services identify issues of a legal nature impacting the business, technical processes and/or procedures of the Client. The Client agrees that any such identification of issues by NCC Group is provided pursuant to the terms of the Contract and cannot be taken to represent legal advice.

## 4 Liability

- 4.1 Where NCC Group is performing the Audit Services to assess the Client's compliance with rules or standards defined by a third party accreditation or approval body (including those defined by the PCI), the Client accepts and acknowledges that NCC Group can only advise on its interpretation of such rules or standards derived from its experience and expertise in the industry. Specifically, the Client accepts and acknowledges that NCC Group cannot guarantee the Client's compliance with the relevant rules and standards, which is ultimately determined by the third party accreditation or approval body in its sole discretion.
- 4.2 Subject to clause 4.3 below, NCC Group excludes all liability for any use or misuse of information, the Deliverables and/or other materials provided by NCC Group arising as a result of the Client's breach of clause 3.1.
- 4.3 Nothing in this Service Module excludes or limits the liability of NCC Group or its Affiliates for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded at law.

## 5 Cancellation and Rescheduling

- 5.1 The Services provided under this Services Module are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.
- 5.2 The relevant percentages and time periods as referred to in the General Terms and Conditions are:
  - 5.2.1 cancellation or rescheduling request within 30 days of the Start Date: 100% of the Scheduled Days Cost.