

NCC GROUP SHORT FORM TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

1 Contract Structure and Interpretation

- 1.1 The contract pursuant to which NCC Group Pty Limited ("**NCC Group**") will provide services is comprised of (in order of precedence) (i) the Statement of Works (and any documents expressly referred to therein as applying or otherwise scheduled, annexed or appended thereto) (ii) the Service-Specific Module contained in Appendix 3, and (iii) these Short Form Terms and Conditions (together the "**Contract**").
- 1.2 The Statement of Works constitutes an offer by NCC Group to supply the Services to the Client in accordance with the Contract. The Statement of Works shall be accepted by the Client and come into existence on the earlier of the Client's written acceptance of the Statement of Works or upon any act by the Client consistent with its acceptance of the Statement of Works, including issuance of a purchase order or a request to schedule Services.
- 1.3 The Contract shall constitute the entire agreement between the parties in relation to the Services and shall supersede any previous understanding or agreement relating to the Services. It cannot be varied except if in writing, signed by the parties' respective authorised signatories. For the avoidance of doubt, no other terms and conditions (whether verbal or included on any document issued by the Client after the Statement of Work has been issued, including any purchase order) will apply in any way.
- 1.4 The definitions contained in Appendix 1 apply in the Contract.
- 1.5 In the Contract (except where the context otherwise requires):
 - 1.5.1 any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions;
 - 1.5.2 headings shall not affect the interpretation of the Contract;
 - 1.5.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 1.5.4 references to legislation (which includes statute and statutory provisions) includes any modification, extension, replacement or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation; and
 - 1.5.5 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2 Parties' Duties

- 2.1 NCC Group shall:
 - 2.1.1 perform the Services using reasonable skill and care and in accordance with Good Industry Practice;
 - 2.1.2 use reasonable endeavours to meet any timescales and/or completion dates as set out in the relevant Statement of Works for provision or completion of the Services or any part of them, however, time shall not be of the essence, and
 - 2.1.3 undertake background screening checks in accordance with BS7858 in respect of Consultants as they join NCC Group if they will be involved in the delivery of the Services.
- 2.2 The Client shall:
 - 2.2.1 comply with its duties and responsibilities contained in the Contract; and
 - 2.2.2 ensure that, where applicable or required, it has the consent of any relevant third parties to enable the Services to be performed, which may include its internet service provider(s) and any third-party suppliers of the System, and, where required by the Supplier, complete a technical consent document (the "**Authorisation Form**") giving its consent to some or all of the Services including testing targets, dates and times. Notwithstanding the above, the Client hereby confirms that it authorises NCC Group to access programs and data held on the System.
- 2.3 Other than in respect of an Affiliate, or where it has NCC Group's prior written consent, the Client represents and guarantees that it is not procuring, and will not procure, the Services for a third party. In the event that the Client is procuring the Services on behalf of an Affiliate or third party ("**Indirect Client**"), the Client is responsible for: (i) ensuring the compliance of such party with any applicable term of this Contract; and (ii) any breaches of the Contract by Indirect Clients as if they were its own. The Client will bring any legal claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract directly against NCC Group on behalf of such Indirect Client.
- 2.4 Neither party shall, during the Term and for a period of six (6) months thereafter, solicit or offer any inducement to work to any employee the other party, or the other party's Affiliates, with whom they have had contact with in relation to the Contract or delivery of the Services.

3 Intellectual Property Rights

- 3.1 The parties agree that:
 - 3.1.1 the ownership of IPRs which were in existence before the Start Date or which do not solely relate to the Client shall not transfer by virtue

of the Contract save that those IPRs may be licensed in accordance with clause 3.1.3 to the extent incorporated into a Deliverable;

- 3.1.2 upon payment of the Fees, any IPRs which come into existence as a result of the performance by NCC Group (and/or its Affiliates) of the Services and which solely relate to the Client ("**Created IPRs**") shall vest in and be owned by the Client provided that, during the term of the Contract, NCC Group is granted a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables and Created IPRs for the purposes of performing the Services; and
- 3.1.3 the Client is hereby granted a non-exclusive, non-transferable licence to copy and use Deliverables: (i) for its internal purposes or as necessary for the Client to use the Services for the purpose for which they are supplied; and (ii) in accordance with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned). NCC Group consents to the Client disclosing a complete, unmodified report to its regulator, insurers and other professional advisors provided that: (i) NCC Group shall not be liable to any such recipients, and (ii) the Client ensures that such parties are subject to confidentiality obligations no less onerous than those contained within the Contract.
- 3.2 The parties and their Affiliates are hereby granted a non-exclusive, non-transferable licence to use the other party's pre-existing IPRs in the performance of the Contract.

4 Fees & Payment

- 4.1 Unless agreed otherwise in the Statement of Works, NCC Group shall invoice the Client for the Services in full after acceptance of the proposed Statement of Works or the start date (whichever is the earlier).
- 4.2 The Client shall pay each invoice in full and cleared funds to the bank account nominated in writing by NCC Group within thirty (30) days of the date of the invoice. All payments due under the Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 4.3 All prices quoted exclude GST (or any other applicable sales tax) unless otherwise stated and GST (or any other applicable sales tax) shall, where applicable, be payable on all Fees and, where applicable, cancellation fees.
- 4.4 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at a rate equal to the Reserve Bank of Australia's cash rate target from time to time, plus 3% (compounding daily), from the date that the relevant amount becomes payable, until such amount has been paid in full.

5 Confidentiality & Publicity

- 5.1 The parties shall work together to agree wording prior to making any public announcement that the Services are being provided.
- 5.2 Subject to clauses 5.3 and 5.4, neither party shall disclose (or permit its Affiliates, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 5.3 Clause 5.2 shall not apply to (i) information already in the receiving party's possession, or (ii) which comes into the public domain, other than by breach of this obligation by the receiving party or its Affiliates, any Indirect Clients, employees, agents and sub-contractors, or (iii) which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or (iv) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (v) which is required to be disclosed by a court of competent jurisdiction, pursuant to any law or regulation or by the rules of any stock exchange or (vi) disclosure in the national or public interest.
- 5.4 Each party will, where necessary, be entitled to disclose Confidential Information and Personal Data to (i) its Affiliates and its and their employees, agents, sub-contractors, professional advisors, auditors or insurers, (ii) Indirect Clients, (iii) any third party which is to support the delivery of Services or NCC Group's operations, and (iv) regulators, governmental bodies and certifying bodies, provided that each such party will use all reasonable endeavours to ensure that such a recipient of Confidential Information is under a duty of confidentiality no less onerous than as set out in the Contract.

6 Data Protection

- 6.1 The parties agree that the terms set out in Appendix 2 (Data Processing) will apply.

7 Liability

- 7.1 Neither party excludes nor limits any liability for (i) death or personal injury to the extent that it results from negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- 7.2 Except as provided for in clause 7.1, and subject to clause 7.3 and any exclusions contained in the Statement of Work, each party's total liability in connection with the Contract in aggregate shall not exceed the greater of 150% of the Fees or the sum of \$100,000 (one hundred thousand Australian dollars).
- 7.3 Except as provided in clause 7.1 above, neither party shall be liable for loss of actual or anticipated profits or revenue; loss of goodwill or damage to reputation; loss of business or contracts; loss of anticipated savings; loss, deletion or corruption of any data and/or undertaking the restoration and/or recovery of data or software restoration; wasted expenditure or any special,

indirect or consequential loss. Each such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

- 7.4 Except as provided in clause 7.1 above, NCC Group shall not be liable for any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by the Client, or any third party acting on behalf of the Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way.

8 Termination

- 8.1 The Client acknowledges and agrees that:

8.1.1 NCC Group may, with as much prior notice to the Client as is reasonably practicable in the circumstances, suspend, delay or withdraw the provision of the Services to the Client and any Indirect Client, if:

- (i) NCC Group requires, with Notice to the Client, information, direction, approval, consent and guidance that NCC Group reasonably considers is required for the proper performance of the Services ("**Client Input**"); and
- (ii) the Client fails to provide NCC Group with that Client Input in the time requested, or the Client Input is materially incomplete or inaccurate; and

8.1.2 NCC Group will not be liable to the Client for any losses suffered or incurred by the Client or any Indirect Client as a result of any suspension or withdrawal of, or delay in providing, the Services affected pursuant to this clause 8.1.

- 8.2 NCC Group may terminate the Contract (and any licence granted under clause 3.1.3) immediately by giving notice to the Client if (i) the Client fails to pay any amount due under the Contract by the due date for payment, and (ii) it remains in default five (5) or more Business Days after the Client has been notified that the payment is overdue.

- 8.3 Either party may at any time terminate the Contract by giving written notice to the other if:

- 8.3.1 the other breaches any condition; or
- 8.3.2 subject to clause 8.3.1 above, the other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within twenty-eight (28) days after being required by written notice from the other party to do so; or
- 8.3.3 the other party stops trading, is unable to pay its debts and/or an Insolvency Situation arises.

- 8.4 Without prejudice to the Statement of Work, the Client shall be liable for any Fees and cancellation fees, where applicable, up to and including the date of any suspension, delay, withdrawal or termination and these may be invoiced immediately despite any other provision in the Contract.

9 Not used

10 Force Majeure

- 10.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for thirty (30), the party not affected may terminate this agreement immediately by giving written notice to the affected party.

11 Global Delivery

- 11.1 Without limiting clause 11.1.2 below:

11.1.1 the Customer acknowledges that NCC Group is part of a global organisation that may deliver the Services to Clients from various locations and agrees that NCC Group may provide all or part of the NCC Services:

- (i) using one or more members of the NCC Group (each being an "**NCC Group Member**"); and/or
- (ii) from a location outside Australia (an "**NCC Group Delivery Location**");

11.1.2 if an NCC Group Member is delivering any part of the Services from an NCC Group Delivery Location, and as a result, any Personal Data is disclosed or transferred to, stored in or handled or accessed from that NCC Group Delivery Location ("**Transfer**"), then NCC Group will ensure that no Personal Data is the subject of a Transfer unless such Personal Data is disclosed by the Client or legitimately accessed by NCC Group in connection with the provision of the Services, or the Client otherwise consents to such Personal Information forming part of the relevant Transfer; and

11.1.3 if NCC Group is delivering the Services via an NCC Group Member, then the Client acknowledges that:

- (iii) NCC Group will not be relieved from any liability under the Contract due to any such arrangement;

- (iv) NCC Group remains responsible and liable for all obligations, services and functions performed by, and acts and omissions of, the relevant NCC Group Member, to the same extent as if those obligations, services, functions, acts or omissions were performed (or not performed) by NCC Group; and

- (v) it must not make any claim for Losses against the relevant NCC Group Member and agrees that any claim by the Client in relation to an NCC Group member must be brought directly against NCC Group.

12 General

- 12.1 Both parties will comply with all applicable Anti-Bribery Laws and any applicable anti-slavery legislation.

12.2 All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 7.1, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.

12.3 A delay in exercising, or failure to exercise, a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

12.4 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

12.5 The Contract shall be governed by the laws of New South Wales, Australia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the courts having appeal from them.

APPENDIX 1 - Definitions

"Affiliate" means, in respect of a party, any entity that directly or indirectly Controls or is Controlled by, or is under common Control with, another entity;

"Anti-Bribery Laws" means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction;

"Business Day" means a day other than a Saturday, Sunday or public holiday in Australia;

"Client" means the individual(s) and/or organisation(s) detailed as such in the Statement of Work;

"Confidential Information" means Information that relates (in whole or in part) to a party, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, however disclosed;

"Consultant" means the identified individual(s) provided by NCC Group for the performance of the Services;

"Control" means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and **"Controls"** and **"Controlled"** shall be construed accordingly;

"Data Protection Legislation" means the Data Protection Act 2018, UK GDPR, EU General Data Protection Regulation 2016/679 (**"GDPR"**) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation (in any relevant jurisdiction);

"Deliverables" means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by NCC Group as part of the Services;

"Fees" means (i) NCC Group's fees for the Services as detailed in the Statement of and all reasonable expenses incurred in relation to the Services;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

"Information" means confidential or proprietary information (whether written, oral, in electronic form or in any other media), including all tangible and intangible information designated as confidential by the discloser in writing and all other information which may, by its nature, be reasonably regarded as confidential but excluding personal data;

"Insolvency Situation" means a party:

- (a) enters liquidation;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- (c) proposes to make arrangements with its creditors or goes into liquidation; or
- (d) suffers an event which is equivalent to any of the acts or events specified above in any jurisdiction;

"Intellectual Property Rights" (or **"IPRs"**) means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition], rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Personal Data" means personal data (as defined in the Data Protection Act 2018), to which NCC Group may (by or on behalf of the Client or Indirect Client) be granted or obtain access, during the course of the provision of the Services;

"Restricted Transfer" means the transfer of Personal Data from:

- (i) the Client to NCC Group; or
- (ii) NCC Group (as processor) to a sub-processor,

as applicable and in each case, where such transfer would be prohibited by Data Protection Legislation in the absence of the Standard Contractual Clauses or any other mechanism permitted under applicable laws;

"Services" means the services to be performed by NCC Group in accordance with the Contract;

"Statement of Works" NCC Group's proposal for the Services (excluding any summary or overview sections), as may be later defined in more detail in a separate document entitled 'Statement of Works' or any similar document(s) that sets out the Services and the Fees; and

"System" means the systems and networks which are relevant to the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing.

APPENDIX 2 – Data Processing

1.1 The terms 'controller', 'processor', 'data subject', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' are as defined in the Data Protection Legislation.

1.2 The parties hereby acknowledge and agree that the type of Services delivered will determine who is the controller and processor.

Client controller: NCC Group processor

1.3 Where the Client is a controller and NCC Group (or the relevant Affiliate) is a processor of any Personal Data disclosed by the Client to NCC Group (or its Affiliates) for the purposes of the Contract then NCC Group (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:

1.3.1 subject to clause 1.4, process the Personal Data only in accordance with documented instructions from the Client, including with regard to transfers of personal data to a third country or to an international organisation. In that regard, the Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, NCC Group may, from time-to-time, need to transfer Personal Data into a third country, to an Affiliate or to an international organisation. The Client is referred to the relevant Service-Specific Module, Service Description and/or the Statement of Works which form part of the Contract and, unless it has informed NCC Group otherwise in writing, the Client hereby consents to any such transfers;

1.3.2 only transfer Personal Data to a third country or international organisation if a finding of adequacy has been made in respect of the relevant country or if NCC Group has entered into contractual clauses which ensure a level of protection for personal data which is equivalent to the legal regime within the UK;

1.3.3 put in place the appropriate technical and organisational measures required by the Data Protection Legislation necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse. NCC Group will provide its Client facing Information Security policy, or similar document, to the Client upon request;

1.3.4 subject to clause 1.3.5, assist the Client to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires NCC Group (as processor) to do so, taking into account the nature of processing and the information available to the NCC Group. In particular, NCC Group shall:

1.3.4.1 notify the Client if, in NCC Group's opinion, an instruction of the Client infringes the Data Protection Legislation;

1.3.4.2 provide information requested by the Client to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the Client; and

1.3.4.3 notify the Client within 2 (two) Business Days of NCC Group becoming aware of a Personal Data breach, as defined in the Data Protection Legislation, by NCC Group, or any of its Affiliates. NCC Group will investigate any such Personal Data breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.

1.3.5 not be required to assist with the Client's own security, technology and related processes, in respect of which NCC Group has no insight other than as required by the Data Protection Legislation. NCC Group shall provide reasonable assistance pursuant to clause 1.3.4 free of charge;

1.3.6 permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit by the Client shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by NCC Group of the Data Protection Legislation in which case there shall be no limit on the number of audits the Client is entitled to conduct) requiring no more than 2 (two) Business Days' input by NCC Group and shall be carried out on no less than 10 (ten) Business Days' notice and during NCC Group's usual business hours.

1.4 In the circumstances described in clause 1.3 above, if Personal Data may be processed by another person under NCC Group's instruction (the "**Sub-processor**"), NCC Group shall obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client. Accordingly, the Client hereby authorises NCC Group to appoint: (i) its Affiliates, (ii) those entities identified in a relevant Service-Specific Module, Service Description or Statement of Works and (iii) those entities listed at www.nccgroup.com/subprocessors, as Sub-processors. NCC Group shall ensure such processing is governed by a contract or other legal act with obligations materially equivalent to those set out in the Contract and shall remain liable to the Client for the performance of any Sub-processors.

1.5 The Client warrants to NCC Group (and its Affiliates) that in order to disclose any personal data to NCC Group (and its Affiliates) and to otherwise allow NCC Group (and its Affiliates) to carry out its obligations under and incidental to the Contract, the Client:

1.5.1 has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents

required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;

1.5.2 will immediately notify NCC Group should any such consents be revoked, including where any data subjects exercise their right to object to the processing of their personal data by NCC Group or its Sub-processors;

1.5.3 has fully complied with all of its obligations under the Data Protection Legislation; and

1.5.4 shall not do or omit to do anything that would place NCC Group in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.

1.6 Pursuant to Article 28(3) of UK GDPR, certain information in respect of the processing to be carried out by NCC Group on behalf of the Client must be set out in the Contract. To comply with this requirement, the Client shall complete and return such information via a form that is contained within the Statement of Works (the "**Personal Data Form**"). If the Client: (i) does not complete and return the Personal Data Form, (ii) fails to comply with the requirements set out in clause 1.5.1, or (iii) gives notice pursuant to clause 1.5.2, then NCC Group will proceed to deliver the Services without processing any personal data on behalf of the Client to the extent technically possible and commercially reasonable. The Fees shall remain payable in full. The Client shall promptly notify NCC Group of any changes relating to the processing of personal data by NCC Group in the course of providing the Services by completing and returning a new copy of the Personal Data Form.

1.7 Unless otherwise required pursuant to the Data Protection Legislation or other applicable laws, NCC Group shall retain the Personal Data for the duration of the Services and thereafter may retain the Personal Data for a reasonable period and/or Delete the data without further reference to the Client.

Client controller: NCC Group controller

1.8 In certain circumstances, NCC Group may act as controller when processing personal data. This includes (but it not limited to):

1.8.1 processing contact details in order to manage the relationship between the parties and for associated purposes such as invoicing and sales/marketing; and

1.8.2 processing any Personal Data contained within the Deliverables.

1.9 In certain circumstances, the Client may act as Controller when processing NCC Group personal data. This includes:

1.9.1 consultant screening/vetting information where the Client has an agreed requirement for, and/or a legal basis to conduct, screening in addition to the screening NCC Group already conducts;

1.9.2 contact details processed in order to manage the relationship between the parties and for associated purposes such as payment of invoices; and

1.9.3 any personal data contained within the Deliverables.

1.10 This section sets out the responsibilities on and the between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the "**Data Discloser**") may disclose to the other party Disclosed Personal Data collected by the Data Discloser for the Services. In this Appendix 2, "**Disclosed Personal Data**" means the personal data to be shared between the parties in the circumstances described at clauses 1.8 and 1.9 which will can include names, past and present contact details, educational history and job history.

1.11 Each party shall:

1.11.1 ensure that it has all necessary notices and legal bases in place to enable lawful transfer and processing of the Disclosed Personal Data;

1.11.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

1.11.3 ensure compliance with any other legal obligations required under the Data Protection Legislation.

1.12 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

1.12.1 promptly inform the other party about the receipt of any data subject access request;

1.12.2 provide the other party with reasonable assistance in complying with any data subject access request;

1.12.3 provide reasonable assistance to the other party, at the cost of the other party, when responding to appropriate requests from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators; and

1.12.4 provide the other party with the contact details of at least one employee as point of contact and their responsible manager for all issues arising out of the Data Protection Legislation, including any requirements for reasonable assistance as per this clause 1.12.

1.13 NCC Group Consultants' personal data will not be held for more than 3 months after each Consultant's direct involvement with a Client has ceased, unless the Client informs NCC Group of any legal obligations which require

the retention of this personal data. This data will not be used for any other purposes and the data will only be shared on a strict need to know basis.

- 1.14 NCC Group shall be under no obligation to retain (and may delete) Client's Confidential Information or Client's Customers' Confidential Information from its systems after the Term.

Restricted Transfers

- 1.15 The parties acknowledge and agree that, with respect to Restricted Transfers subject to GDPR (save where any other mechanism permitted under applicable laws to permit such Restricted Transfer is in place):
- 1.15.1 the EU SCCs are hereby incorporated into this Agreement by reference;
 - 1.15.2 the description of such Restricted Transfer (Annex 1 of the EU SCCs) is as set out in the Personal Data Form and/or the relevant Statement of Work (as the case may be); and
 - 1.15.3 for the purposes of Modules 1 and 2 of the EU SCCs where NCC acts as a controller and/or processor (data importer):
 - (iii) clause 7 of the EU SCCs and the optional language in clause 11(a) of the EU SCCs shall not apply;
 - (iv) for the purposes of clause 9 of the EU SCCs, the Parties select Option 2 (general authorization);
 - (v) the Authority for the purposes of clause 13(a) of the EU SCCs shall be determined by the place of establishment of the data exporter;
 - (vi) the governing Law and choice of forum and jurisdiction shall be that of the Netherlands and the technical and organizational security measures set out in clauses 1.3.3 and 1.11 above shall apply;
 - (vii) the frequency of the Restricted Transfer shall be continuous (or as otherwise specified in the Personal Data Form and/or the relevant Statement of Work), as necessary to fulfil the obligations of the Contract, and
 - (viii) retention of personal data by NCC Group will be determined by the Client, except where NCC Group is required by law to retain such personal data.
- 1.16 The parties acknowledge and agree that, with respect to Restricted Transfers subject to UK GDPR (save where any other mechanism permitted under applicable laws to permit such Restricted Transfer is in place):
- 1.16.1 the UK SCCs are hereby incorporated into this Contract by reference;
 - 1.16.2 the description of such Restricted Transfer is as set out in the Personal Data Form and/or the relevant Statement of Work (as the case may be); and
 - 1.16.3 for the purposes of Annex B of the Controller UK SCCs and Appendix 1 of the Processor UK SCCs and/or any equivalent UK IDTA:
 - (i) where NCC Group acts as controller (data importer) under the Controller UK SCCs:
 - (A) at clause 2(h) of the Controller SCCs, the parties select option (iii);
 - (B) the data subjects, categories of personal data and the purposes of the relevant Restricted Transfer are as specified in the Personal Data Form and/or the relevant Statement of Work;
 - (C) the recipients are the recipients to whom it is necessary to disclose data to achieve the relevant purposes; and
 - (D) the contact points for data protection enquiries are the usual business contacts for each party; and
 - (ii) where NCC Group acts as processor (data importer) under the Controller UK SCCs, Appendices 1 and 2 of the Processor SCCs shall be deemed to incorporate respectively, the:
 - (A) relevant data subjects;
 - (B) categories of personal data and processing operations set out in the Personal Data Form and/or the relevant Statement of Work; and
 - (C) organisational and technical measures described in clauses 1.3.3 above.

APPENDIX 3 – Service-Specific Module Consultancy Services

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Consultancy Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and capitalised terms in this Service-Specific Module shall have the same meaning ascribed in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“Consultancy Services” means the consultancy services and/or deliverables as described in the Statement of Works;

“Client Materials” means all documents, information, items and materials in any form (whether owned by the Client or a third party) which are provided by the Client to NCC Group in connection with the Consultancy Services;

“Term” has the meaning ascribed to it in clause 3.1;

“Normal Office Hours” means 9:00am – 5:30pm (GMT/BST or as applicable at the relevant time in the country or region specified in the Statement of Works) on any day which is a Working Day unless otherwise specified in the Statement of Works;

“Report” means any report produced by NCC Group detailing the results of the Consultancy Services;

“System” means the systems and networks on or in relation to which the Client requires NCC Group to perform the Consultancy Services pursuant to this Contract and as described in a Statement of Works, together with any software, systems and networks linked to the same and data passing across or contained in any of the foregoing;

“Working Day” means a period of 7.5 hours on any day other than a Saturday, a Sunday or any day which is a public holiday in the country (or countries) specified in the Statement of Works.

3 Term of Contract

- 3.1 The Contract shall commence on the date stated in the Statement of Works and, unless terminated earlier in accordance with its terms, shall continue until the Consultancy Services are completed by NCC Group.

4 NCC Group’s Duties

- 4.1 Where a Report is required it shall, unless otherwise stated in Statement of Works or otherwise agreed, be produced by the Consultant within 28 (28) days of completion of the Consultancy Services and sent to the Client.
- 4.2 Whilst NCC Group will use its reasonable endeavours to ensure that the same Consultant will continue to be involved throughout the Services, it reserves the right to replace that Consultant.
- 4.3 The Client accepts and acknowledges that security clearance will not be required in order to provide the Consultancy Services.
- 4.4 Any timescales set out in a Statement of Works are for guidance purposes only.

5 Client’s Duties

- 5.1 The Client:
- 5.1.1 accepts and acknowledges that, while NCC Group and its Consultants may give opinions and recommendations based on its industry experience and expertise, the Consultancy Services and any associated Deliverables do not constitute legal advice, and the Client is advised to seek such independent legal advice if it feels it necessary to do so;
- 5.1.2 must back-up the Client Materials and other data at regular intervals during the Term, including immediately before any such Client Materials or other data are provided to NCC Group. The Client hereby acknowledges and agrees that NCC Group will have no liability to the Client for any loss of Client Materials or other data provided to NCC Group in connection with this Contract;
- 5.1.3 agrees to only use the Consultancy Services in support of its own business operations;
- 5.1.4 accepts and acknowledges that the Consultancy Services reflect the level of information reasonably available to NCC Group when performing such Consultancy Services. As such, NCC Group does not warrant or guarantee the accuracy of the Consultancy Services beyond the date that they were performed, nor does NCC Group warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive;
- 5.1.5 shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub- contractors in full and on demand from and against any and all third party claims (including, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of the provision of the Consultancy Services, save to the extent that any such losses, damages, demands, costs,

expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of this Contract;

- 5.1.6 agrees for the duration of the Consultancy Services to provide NCC Group with prompt access to at least one employee who shall have detailed knowledge of the System to act as liaison between the Client and NCC Group;
- 5.1.7 agrees at all times to co-operate with NCC Group and to provide it promptly with such information about the System as is reasonably required by NCC Group;
- 5.1.8 agrees to ensure that its System shall use Western character sets and the Client acknowledges and agrees that NCC Group shall not be required to carry out the Services on any System which use non-Western character sets. For the avoidance of doubt, NCC Group will not be liable for any failure to perform or complete the Services or delay in performing its obligations under the Contract in relation to any System which uses non-Western character sets;
- 5.1.9 agrees that it has procured any consent required for NCC Group (or its Affiliates) to be permitted to carry out the Consultancy Services and that, when requested by NCC Group it will provide evidence of such consents. NCC Group will be carrying out the Consultancy Services in the belief that it has all appropriate consents, permits and permissions from the Client; and
- 5.1.10 accepts and acknowledges that all the Services will be delivered by NCC Group remotely.

6 Industry Notifications

- 6.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third-party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Consultancy Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor’s attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.