

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (UK)

General Terms and Conditions

1 Contract Structure

- 1.1 Save where a contract is agreed and signed by both parties in relation to the Services, the contract pursuant to which NCC Group (UK) will provide services and/or goods is comprised of the following:
- 1.1.1 the following clauses of these General Terms and Conditions: 1 (Contract Structure), 2 (Interpretation), 8 (Confidentiality & Publicity), 9 (Data Protection), 10 (Liability), 12 (Anti-Bribery and Modern Slavery), 13 (Third Party Rights), 14 (Force Majeure) and 15 (General) (the '**Core General Terms**');
 - 1.1.2 the Authorisation Form (if required by NCC Group);
 - 1.1.3 the Personal Data Form;
 - 1.1.4 the Statement of Works (and any documents expressly scheduled, annexed or appended thereto but not otherwise referred to in this clause 1.1);
 - 1.1.5 one or more applicable Service-Specific Modules (including any documents specifically identified in the Service-Specific Modules);
 - 1.1.6 any Service Description(s); and
 - 1.1.7 these General Terms and Conditions (other than the clauses set out at clause 1.1.1 above) (the '**Residual General Terms**'), (together the "**Contract**").
- 1.2 The Contract shall be interpreted with descending order of precedence given to the documents (or parts thereof) set out in clauses 1.1.1 to 1.1.7, and as visualised below only for illustrative purposes.

1.	General Terms & Conditions – Core General Terms
2.	Authorisation Form
3.	Personal Data Form
4.	Statement of Works + documents
5.	Service-Specific Module(s)
6.	Service Description(s)
7.	General Terms & Conditions – Residual General Terms

- 1.3 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 on the earlier of:
- 1.3.1 the Client's written acceptance of the Statement of Works; or
 - 1.3.2 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,
- at which point and on which date the Contract shall come into existence.
- 1.4 The Contract shall:
- 1.4.1 constitute the entire agreement between the parties in relation to the Services;
 - 1.4.2 supersede any previous understanding or agreement relating to the Services (including any non-disclosure agreement, tender document or similar which is relevant to the Contract); and
 - 1.4.3 not be varied except:
 - (a) that the Core General Terms may be varied by a document (other than one listed at clause 1.1 above) signed by the parties' respective authorised signatories SAVE THAT, where the document is a separate data processing agreement, it is a condition of the Contract that it shall always remain subject to clause 10 (Liability); and
 - (b) that the documents listed at clauses 1.1.2 to 1.1.7 inclusive may be varied if in writing, signed by the parties' respective authorised signatories.
- 1.5 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.

2 Definitions & Interpretation

- 2.1 The following definitions and rules of interpretation apply in the Contract:
- "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;
- "Authorisation Form"** has the meaning given to it in clause 4.2;
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in England;
- "Cancellation Fees"** has the meaning given to it in applicable Service-Specific Modules;
- "Client"** means the individual(s) and/or organisation(s) detailed as such in the Statement of Work;
- "Client's Confidential Information"** means any Information that relates (in whole or in part) to the Client, its business, its Affiliates or their respective businesses including details of the Client's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys that are disclosed by or on behalf of the Client in connection with the Contract and/or the provision of the Services but excluding Client's Customers' Confidential Information;
- "Client's Customer"** means any direct customer or client of the Client;
- "Client's Customers' Confidential Information"** means any Information that relates (in whole or in part) to a Client's Customer;
- "Confidential Information"** means, together, the Client's Confidential Information, the Client's Customers' Confidential Information and/or NCC Group's Confidential Information;
- "Consultant"** means the identified individual(s) provided by NCC Group for the performance of the Services, whether they be an employee of NCC Group, an Affiliate or a Third Party Contractor;
- "Contract"** has the meaning given to it in clause 1.1;
- "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;

"Delete" means deletion, destruction or, in the context of back-ups of data, ensuring said data is not readily available or accessible, e.g. by only holding it as part of encrypted general system back-ups which is not used to inform any decision relating to a Data Subject;

"Fees" means (i) NCC Group's fees for the Services as detailed in the Statement of Works and the relevant Service-Specific Module(s), (ii) fees, costs and expenses arising pursuant to clause 7.3 (involvement in disputes etc), and (iii) all reasonable expenses incurred in relation to the Services;

"General Terms and Conditions" means these general terms and conditions;

"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;

"Indirect Client" means (i) an Affiliate of the Client, or, (ii) subject to clause 4.5, a third party on whose behalf a Client is procuring 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 all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"Legitimate Recipient" has the meaning given to it in clause 6.3.1;

"Liability" means liability in or for breach of contract, Negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including any liability under an indemnity, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to the Contract shall be deemed to include any collateral contract), and **"Liable"** shall be interpreted accordingly;

"NCC Group" means the NCC Group legal entity identified in the Statement of Works or, if no such entity is identified, NCC Group Security Services Limited registered in England & Wales with company number 04474600;

"NCC Group's Confidential Information" means any Information that relates (in whole or in part) to NCC Group, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, including pricing and details of NCC Group's methodologies, however disclosed;

"Negligence" means the breach:

- (a) of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the Contract; and
- (b) of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Personal Data" means personal data (as defined in the UK GDPR), 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;

"Personal Data Form" has the meaning set out in clause 9.6 (also known as the **"GDPR Form"**) as amended or updated in accordance with clause 9.6;

"Report" has the meaning given to it in clause 6.3.1;

"Service Description" means a written description of one or more of the Services provided by NCC Group, usually entitled 'Service Description';

"Service Portion" means any day, phase or part of the Services;

"Service-Specific Modules", formerly known as 'Services Modules', contain additional terms and conditions that are specific to the Services and these are available from NCC Group's website at the following address: <https://www.nccgroup.com/uk/about-us/terms-and-conditions/>;

"Services" means the services to be performed by NCC Group in accordance with the Contract including the loan or sale of goods;

"Standard Contractual Clauses" means either (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or (ii) Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018, and includes the UK Addendum to the EU Commission Standard Contractual Clauses;

"Start Date" has the meaning given to it in clause 5.1;

"Statement of Works" shall be, in order of precedence should more than one exist in respect of the Services:

- (a) 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
- (b) NCC Group's quote for the Services; or
- (c) other similar document(s) (including any online form) that sets out the Services and the Fees;

"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, which definition shall be extended to include the scope of any definition of 'System' included in a relevant Service-Specific Module;

"Term" means the period during which the Services are provided by NCC Group;

"Third Party Contractor" means a third party engaged by NCC Group to provide Services to the Client or Indirect Client(s); and

"UK GDPR" means the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018.

2.2 In the Contract (except where the context otherwise requires):

- 2.2.1 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;
- 2.2.2 headings shall not affect the interpretation of the Contract;
- 2.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2.2.4 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
- 2.2.5 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.

3 NCC Group Duties

- 3.1 NCC Group shall perform the Services using reasonable skill and care and in accordance with Good Industry Practice.
- 3.2 NCC Group will 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.
- 3.3 Whilst NCC Group will endeavour to have the same Consultant involved throughout provision of the Services, it reserves the right to replace that Consultant with individual(s) that singularly, or in combination, have at least the same qualification and experience.
- 3.4 If the Consultant is present on the Client's premises, NCC Group shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group by the Client from time-to-time.
- 3.5 NCC Group shall 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.

4 Client Duties

- 4.1 The Client shall comply with its duties and responsibilities contained in the Contract.
- 4.2 The Client may be required to complete a technical consent document (the "**Authorisation Form**") giving its consent to some or all of the Services including testing targets, dates and times. Authorisation Forms enable NCC Group's compliance with the Computer Misuse Act 1990 and ensure it has correct technical details concerning the Services. Authorisation Forms shall be signed and completed fully and accurately by the Client. Further details regarding the Authorisation Form may be given in the relevant Service-Specific Module. NCC Group shall not be required to schedule or provide any Services until the Client has signed the Authorisation Form. Notwithstanding the above, the Client hereby confirms that it authorises NCC Group to access programs and data held on the System.
- 4.3 It is a condition that the Client shall (i) notify relevant employees that the Services have been scheduled and that the employees may be monitored, and, (ii) obtain 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, when requested by NCC Group, provide written evidence of such consent.
- 4.4 The Client shall not, directly or indirectly, during the Term and for a period of six (6) months thereafter, solicit or offer any inducement to work for the Client or a Client's Affiliate to a Consultant or any employee of NCC Group (or any of NCC Group's Affiliates) with whom the Client had contact during the delivery of the Services. For the avoidance of doubt, this clause shall not prohibit either party from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees or a party of its Affiliates, including but not limited to advertisements or solicitations through newspapers, trade publications or job sites/apps.
- 4.5 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.
- 4.6 Where a Client is procuring Services on behalf of an Indirect Client it is a condition of the Contract that:
 - 4.6.1 the Indirect Client will be disclosed in advance in writing to NCC Group and all details requested by NCC Group will be provided;
 - 4.6.2 before the relevant Services commence the Client will ensure the Indirect Client acknowledges that it has no direct relationship with NCC Group or its Affiliates;
 - 4.6.3 the Client will ensure the Indirect Client is aware that the disclosure of any relevant Report is at the Client's discretion; and
 - 4.6.4 before the relevant Services commence the Client shall (i) ensure any Indirect Client is aware of, and accepts the Services on the basis of, the Contract, (ii) as relevant, procure the compliance by any Indirect Client with the terms of the Contract as if it were the Client (including, in particular, clauses 4.2, 4.3, 4.4, 4.5, 6.3, 6.4 and 8.6), (iii) as regards data protection, ensure that the Indirect Client is aware that, where the Indirect Client is a controller, any provisions in the Contract relating to the Client as a controller, particularly those set out in clause 9, shall be construed as if they were directly applicable between the Indirect Client as the controller and NCC Group as the processor and (iv) be responsible for any breaches of the Contract by Indirect Clients as if they were its own (and any act or omission of any Indirect Client shall be deemed to be the act or omission of the Client).
- 4.7 Given NCC Group has no direct relationship with an Indirect Client in relation to the Services we expect the Client to raise any concerns or claims on behalf of Indirect Clients; accordingly the parties agree:
 - 4.7.1 the Client will bring any legal action, suit, claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract (each an "**Indirect Client Claim**") directly against NCC Group on behalf of such Indirect Client. Subject to the remainder of this clause 4.7, and clauses 4.5 and 4.6, for the purpose of any such Indirect Client Claim brought directly against NCC Group on behalf of an Affiliate, losses suffered by such Indirect Client shall (if proven) be deemed losses suffered by the Client and shall be deemed recoverable against NCC Group;
 - 4.7.2 the limitations and exclusions of liability contained in the Contract shall apply in aggregate to any claims brought by or on behalf of the Client and/or any Indirect Client, which claims shall not give rise to any increase in or multiplication of any cap placed upon NCC Group's liability; and
 - 4.7.3 the Client 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 losses, damages, fines, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature (including negligence, tort, breach of contract and breach of statutory duty) suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any claim or action brought against NCC Group or its Affiliates by or in connection with an Indirect Client other than in accordance with clause 4.7.1.

5 Commencement & Cancellation

- 5.1 The Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the Client (the "**Start Date**").
- 5.2 Cancellation Fees shall, if applicable, be payable by the Client in accordance with relevant Service-Specific Modules.

6 Deliverables & Intellectual Property Rights (IPRs)

- 6.1 NCC Group shall, unless otherwise stated in the Statement of Works or otherwise agreed in writing between the Client and NCC Group, provide any Deliverables to the Client within twenty-eight (28) days of completion of the Services.
- 6.2 NCC Group may discuss ideas with the Client or show the Client draft Deliverables for comment by the Client. NCC does this on the basis that the Client will not rely on and it will have no liability in respect of such discussions or drafts unless and until the content is finalised.
- 6.3 NCC Group consents to the Client disclosing:
 - 6.3.1 a complete and unmodified report (being a Deliverable) ("**Report**") to any third parties which have a legitimate requirement to see the Report in order to support the Client such as an Indirect Client, a regulatory body, insurer or a Client's IT service provider, provided that they are not competitors of NCC Group ("**Legitimate Recipient**"); and
 - 6.3.2 a summary of some or all of the Report (redacted where considered appropriate by NCC Group) with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned),

on the condition that: (i) the Client ensures all third parties are under an obligation to keep the Report confidential, and (ii) the Client ensures that third parties acknowledge that the Report is for the sole benefit of the Client and so NCC Group owes them no duty of care, and (iii) the Client is liable for any loss or damage suffered by NCC Group in connection with the disclosure of the Report by the Client to a third party. For the avoidance of doubt, NCC Group does not consent to any general dissemination or publication of the Report.
- 6.4 The parties agree that:
 - 6.4.1 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 6.4.3 to the extent incorporated into a Deliverable;
 - 6.4.2 any IPRs which come into existence as a result of the performance by NCC Group (and/or its Affiliates) of the Services shall belong to NCC Group (or, as appropriate its Affiliate(s));

- 6.4.3 the Client is hereby granted a non-exclusive, non-transferable licence to copy and use Deliverables:
- (c) for its internal purposes;
 - (d) to the extent set out in clause 6.3 (reports);
 - (e) as otherwise as necessary for the Client to use the Services for the purpose for which they are supplied; and
 - (f) in accordance with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned);
- 6.4.4 NCC Group and its Affiliates are hereby granted a non-exclusive, non-transferable licence to use the Client's IPRs in the performance of the Contract and, similarly, the Client hereby warrants and represents that it shall procure that the Indirect Client licences its IPRs to NCC Group and its Affiliates on the same terms.

7 Fees & Payment

- 7.1 Unless agreed otherwise in the Statement of Work or the Service-Specific Module, 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).
- 7.2 The Client agrees that its failure to issue a valid purchase order shall not prevent NCC Group from invoicing or being paid in respect of the Services. However, NCC Group may request that the Client provide a valid purchase order and, if such a purchase order is not received before the agreed Start Date, this may (at NCC Group's sole discretion) be deemed to be a cancellation of the Services by the Client for the purposes of clause 5 above.
- 7.3 Subject to clause 9.3.5, if NCC Group is requested or required to provide witness evidence, documents, information or other materials relating to the Services in any dispute, regulatory investigation or similar to which NCC Group is not a party then NCC Group may invoice the Client for any associated fees, costs and expenses.
- 7.4 The Client shall pay each invoice (including invoices for Cancellation Fees) in full and cleared funds to the bank account nominated in writing by NCC Group within thirty days (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.
- 7.5 All prices quoted exclude VAT (or any other applicable sales tax) unless otherwise stated and VAT (or any other applicable sales tax) shall, where applicable, be payable on all Fees and Cancellation Fees.
- 7.6 The paying party shall make all payments due under the Contract to NCC Group without withholding or deduction of, or in respect of, any tax (being any tax, levy, impost, duty, charge or fee, or penalty or interest thereon) unless required by law. If any such withholding or deduction is required, the paying party shall, when making the payment to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been required.
- 7.7 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 4% per annum above the Bank of England Bank Rate from time-to-time, from the due date until either (i) the date of payment, if prior to a relevant judgment or (ii) the date of a relevant judgment (whichever is earlier), such interest to accrue on a daily basis.
- 7.8 Payment of invoices issued by NCC Group shall not be conditional upon NCC Group's use of any particular payment processing system or process or its agreement to additional terms. To the extent that any particular payment processing system or process ("**Payment Portal**") requires NCC Group to accept additional terms and conditions beyond those stated in the Contract or incur additional costs (internal or external), the Client shall compensate NCC Group for any such costs, expenses, liability or diminution of any payment due to NCC Group incurred in connection with use of the Payment Portal notwithstanding the Payment Portal's terms of use.

8 Confidentiality & Publicity

- 8.1 Without the other's prior consent, neither the Client nor NCC Group shall make any public announcement that the Services are being provided.
- 8.2 Subject to clauses 8.3 and 8.4, neither party shall disclose (or permit its Affiliates, any Indirect Clients, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 8.3 Clause 8.2 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 interest.
- 8.4 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 (including cloud service providers such as Microsoft Azure and Amazon Web Services who may store and process data), 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 and Personal Data is under a duty of confidentiality no less onerous than as set out in the Contract.
- 8.5 NCC Group shall be under no obligation to retain (and may Delete) Client's Confidential Information, Client's Customers' Confidential Information or Personal Data (where NCC Group is the controller) from its systems after the Term.
- 8.6 If the Client intends to disclose Confidential Information to NCC Group that is controlled by export controls or regulations, or that NCC Group would otherwise be prohibited from disclosing to persons who are not citizens or permanent residents of the country in which the disclosure is to be made, the Client shall: (i) provide written notice to NCC Group of such intended disclosure, (ii) detail any associated controls, regulations or restrictions in said notice, and (iii) upon disclosure, mark any documents containing such information with an obvious restrictive legend.
- 8.7 Subject to the obligations of confidence set out above in this clause 8, nothing in the Contract will prevent or restrict NCC Group from (i) providing services the same as or similar to the Services to other clients, or (ii) using or sharing for any purpose any knowledge, experience or skills gained during or arising from the performance of the Services. The Client acknowledges that NCC Group shall have no obligation to provide any information in its possession that is subject to an obligation of confidence to a third party even if that information would be helpful to the Client or assist in the provision of the Services.

9 Data Protection

- 9.1 The terms 'controller', 'processor', 'data subject', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' are as defined in the Data Protection Legislation.
- 9.2 The parties hereby acknowledge and agree that the type of Services delivered will determine who is the controller and processor. In respect of Indirect Clients, the Client's attention is drawn to clause 4.6.4.

Client controller; NCC Group processor

- 9.3 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:
- 9.3.1 subject to clause 9.3.5, 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 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;
 - 9.3.2 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;
 - 9.3.3 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 Information Security policy, or similar document, to the Client upon request;
 - 9.3.4 subject to clause 9.3.5, 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:

- 9.3.4.1 notify the Client if, in NCC Group's opinion, an instruction of the Client infringes the Data Protection Legislation;
- 9.3.4.2 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
- 9.3.4.3 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.
- 9.3.5 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 9.3.4 free of charge;
- 9.3.6 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.
- 9.4 In the circumstances described in clause 9.3 above, and subject to clause 9.3.6, 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.
- 9.5 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:
 - 9.5.1 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;
 - 9.5.2 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;
 - 9.5.3 has fully complied with all of its obligations under the Data Protection Legislation; and
 - 9.5.4 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.
- 9.6 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 9.5.1, or (iii) gives notice pursuant to clause 9.5.2, 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.
- 9.7 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

- 9.8 In certain circumstances, NCC Group may act as controller when processing personal data. This includes:
 - 9.8.1 when providing managed intelligence services;
 - 9.8.2 processing contact details in order to manage the relationship between the parties and for associated purposes such as invoicing and sales/marketing; and
 - 9.8.3 processing any Personal Data contained within the Deliverables.
- 9.9 In certain circumstances, the Client may act as Controller when processing NCC Group personal data. This includes:
 - 9.9.1 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;
 - 9.9.2 contact details processed in order to manage the relationship between the parties and for associated purposes such as payment of invoices; and
 - 9.9.3 any personal data contained within the Deliverables.
- 9.10 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 clause 9, "**Disclosed Personal Data**" means the personal data to be shared between the parties in the circumstances described at clauses 9.8 and 9.9 which will can include names, past and present contact details, educational history and job history.
- 9.11 Each party shall:
 - 9.11.1 ensure that it has all necessary notices and legal bases in place to enable lawful transfer and processing of the Disclosed Personal Data;
 - 9.11.2 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
 - 9.11.3 ensure compliance with any other legal obligations required under the Data Protection Legislation.
- 9.12 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 9.12.1 promptly inform the other party about the receipt of any data subject access request;
 - 9.12.2 provide the other party with reasonable assistance in complying with any data subject access request;
 - 9.12.3 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
 - 9.12.4 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 9.12.
- 9.13 NCC 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.
- 9.14 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.

Standard Contractual Clauses

- 9.15 All applicable transfers of Personal Data out of the European Union, European Economic Area, United Kingdom, and/or Switzerland to provide and/or facilitate the Services shall be governed by the Standard Contractual Clauses applicable to the transfer. For clarity, the Standard Contractual Clauses prevail over any other Contract Terms where they are applicable.

10 Liability

- 10.1 This clause 10 prevails over all other clauses and sets forth the entire Liability of NCC Group and its Affiliates, howsoever arising, in connection with the Contract subject only to terms contained in the Service-Specific Modules which may contain additional exclusions from NCC Group's liability which shall apply as set out therein. The limitations

of Liability under this clause 10 have effect in relation to both any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any terms of the Contract.

- 10.2 Neither party excludes nor limits any liability for:
- 10.2.1 death or personal injury to the extent that it results from Negligence; or
 - 10.2.2 any fraud or fraudulent misrepresentation; or
 - 10.2.3 any other liability that cannot be excluded by law.
- 10.3 Except as provided for in clause 10.2, and subject to clause 10.4 and any exclusions contained in the Service-Specific Module(s), NCC Group's total Liability shall not exceed either the applicable financial limit for each category of liability specified below or, in connection with the Contract in aggregate, the sum of £2,000,000 (two million pounds). Subject to the aforesaid aggregate limit, NCC Group's Liability for each of the following categories shall be limited as follows:
- 10.3.1 in respect of Liability for loss of or damage to tangible property (including real property) the sum of £1,000,000 (one million pounds);
 - 10.3.2 in respect of Liability for infringement of a third party's intellectual property rights the sum of £1,000,000 (one million pounds);
 - 10.3.3 in respect of Liability for loss or damage relating to Client's Confidential Information the sum of £1,000,000 (one million pounds);
 - 10.3.4 in respect of Liability for loss or damage relating to Client's Customers' Confidential Information (if applicable) the sum of £500,000 (five hundred thousand pounds);
 - 10.3.5 in respect of Liability for loss or damage relating to personal data the sum of £1,000,000 (one million pounds); and
 - 10.3.6 in respect of all other Liability in connection with the Contract, such Liability shall not exceed an amount equal to one hundred and fifty percent (150%) of the Fees paid under the Contract as at the date such liability arose.
- 10.4 Except as provided in clause 10.2 above, NCC Group shall not be Liable for:
- 10.4.1 any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by (i) the Client, (ii) any Indirect Client or (iii) any third party acting on behalf of the Client or Indirect Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way;
 - 10.4.2 loss of (i) actual or anticipated profits or (ii) revenue;
 - 10.4.3 (i) loss of goodwill or (ii) damage to reputation;
 - 10.4.4 loss of (i) business or (ii) contracts;
 - 10.4.5 loss of anticipated savings;
 - 10.4.6 loss, deletion or corruption of any data and/or undertaking the restoration and/or recovery of data or software restoration;
 - 10.4.7 any special, indirect or consequential loss;
- and each such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 10.4.1 to 10.4.6 above apply whether such damage is direct, indirect, consequential or otherwise.
- 10.5 Subject to NCC Group's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the Client accepts and acknowledges that all Services performed by NCC Group reflect the state of the Client's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that any results provided may not be exhaustive. The Client further accepts and acknowledges that the Services reflect the level of information reasonably available to NCC Group when performing the Services. As such, NCC Group does not warrant or guarantee the accuracy of the Services beyond the date that they were performed, nor does NCC Group represent, warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.

11 Termination

- 11.1 NCC Group reserves the right to immediately suspend, delay or withdraw from the Services without notice if, in its opinion (acting reasonably), information required for satisfactory completion of the Services and requested by NCC Group in writing is either not promptly provided or is inaccurate or inadequate PROVIDED THAT the Client has been given (where reasonably possible) not less than three (3) days' notice of NCC Group's intention to suspend, delay or withdraw.
- 11.2 NCC Group may terminate the Contract (and any licence granted under clause 6.4.3) 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.
- 11.3 Either party may at any time terminate the Contract by giving written notice to the other if:
- 11.3.1 the other breaches any condition; or
 - 11.3.2 subject to clause 11.3.1 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
 - 11.3.3 the other party stops trading, is unable to pay its debts and/or an Insolvency Situation arises.
- 11.4 Additional rights of termination may be set out in the relevant Service-Specific Module or Statement of Works, in which case such additional rights will apply in addition to those set out in this clause 11.
- 11.5 Without prejudice to clauses 5, 7 or the terms of any Service-Specific Module or Statement of Work, the Client shall be liable for any Fees and Cancellation Fees 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.

12 Anti-Bribery and Modern Slavery

- 12.1 Both parties will comply with:
- 12.1.1 all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; and
 - 12.1.2 any applicable anti-slavery legislation (including the Modern Slavery Act 2015). NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti-Slavery Policy and Human Trafficking Statement are publicly available on its website.

13 Third Party Rights

- 13.1 The parties do not intend that any term of the Contract will be enforceable by any person who is not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999 other than NCC Group's Affiliates.

14 Force Majeure

- 14.1 A party (which for the purposes of this clause shall include its employees, officers, Affiliates', agents' and contractors') will not be in breach of (i) the Contract, or, (ii) otherwise liable to the other for any failure to perform or for any delay in performing obligations under the Contract (and it reserves the right to defer the date of provision of the Services or suspend the Services if prevented from or delayed in performing obligations under the Contract), due to circumstances beyond its reasonable control including any act of God; governmental actions; governmental advice against all or non-essential travel; war or national emergency; acts or threats of terrorism; protests; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials or equipment; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal in any relevant jurisdiction; cessation or suspension of any relevant accreditation or connected scheme; theft or malicious damage to a party's property (whether physical or intangible); and/or, failure of a utility service or transport or telecommunications network PROVIDED THAT if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the other party.

15 General

- 15.1 All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 10.2, 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.
- 15.2 Any notice sent under the Contract shall be in writing (i) addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time-to-time or (ii) if sent to NCC Group by email, it shall be addressed to legalteam@nccgroup.com. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, by e-mail or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, and, (b) if sent by e-mail, at 11.00 am on the first Business Day after sending, (c) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.3 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.
- 15.4 Save where the Client merges, is acquired or has substantially all of its assets acquired by a separate legal entity and the new entity or acquirer agrees to assume all of their obligations and liabilities under the Contract, it may not assign, transfer, charge or deal in any other manner with any of its rights under the Contract without having obtained the prior written consent of NCC Group.
- 15.5 Notwithstanding clause 15.4, NCC Group shall be entitled to sub-contract some or all of the Services to any of its Affiliates without the prior written consent of the Client provided that NCC Group remains liable for the acts or omissions of its Affiliates as if they were NCC Group's own acts or omissions.
- 15.6 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.
- 15.7 The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.
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