

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

General Terms and Conditions

1 Contract Structure

- 1.1 The contract pursuant to which NCC Group will provide services is made up of the following, all as defined in clause 2 below:
- 1.1.1 the Authorisation Form;
 - 1.1.2 the Statement of Works (including the GDPR Information Form);
 - 1.1.3 one or more applicable Services Modules (where applicable to the Services, including any specifically identified in the Statement of Works); and
 - 1.1.4 these General Terms and Conditions,
- (together the **"Contract"**)
- 1.2 In the event of any conflict between any of the documents that make up the Contract, they shall be applied as set out in clauses 1.1.1 to 1.1.4 with descending order of precedence.
- 1.3 The Contract shall constitute the entire agreement between the parties and supersedes any previous agreement or understanding and may not be varied except in writing between the parties and signed by their respective authorised signatories. For the avoidance of doubt, no other terms and conditions (whether verbal or included on any document issued by the Client, such as the Client's purchase order) will apply in any way.

2 Definitions & Interpretation

The following definitions and rules of interpretation apply in this agreement:

"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, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-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 Spain;

"Cancellation Fee" has the meaning given to it in clause 5.1;

"Client" means the individual(s) and/or organisation(s) to whom NCC Group is providing Services;

"Confidential Information" means any information (whether written, oral, in electronic form or in any other media) that is disclosed by or on behalf of a party to or otherwise accessed by the other party or its employees, agents and/or subcontractors in connection with the Contract and/or the provision of the Services and that relates (in whole or in part) to the disclosing party, its business, its Affiliates and their respective businesses, including all tangible and intangible information designated as confidential by any party in writing and all other information which may, by its nature, be reasonably regarded as confidential including, but not limited to, in respect of the Client, details of the Client's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys and, in respect of NCC Group, details of NCC Group's methodologies;

"Consultant" means the individual(s) provided by NCC Group for the performance of the Services, whether they be an employee of NCC Group 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 3/2018, of 5 December and the General Data Protection Regulation 2016 ("GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation;

"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 NCC Group's fees for the Services as detailed in the Statement of Works and the relevant Services Module(s), together with all reasonable expenses incurred by the Consultant in relation to the Services;

"GDPR" has the meaning set out in the definition of Data Protection Legislation;

"GDPR Information Form" has the meaning set out in clause 10.2.11;

"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 an Affiliate of the Client or a third party approved in writing by NCC Group on whose behalf a Client is procuring Services;

"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, under the law of any jurisdiction, is equivalent to any of the acts or events specified above;

"Intellectual Property Rights" (IPR) 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 6.4.1;

"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 this Contract, including any liability under an indemnity, liability expressly provided for under this Contract or arising by reason of the invalidity or unenforceability of any term of this Contract (and for the purposes of this definition, all references to "this Contract" shall be deemed to include any collateral contract);

"NCC Equipment" has the meaning given to it in clause 7.1;

"NCC Equipment Term" has the meaning given to it in clause 7.2;

"NCC Group" the NCC Group legal entity identified in the Statement of Works or, if no such entity is identified, NCC Group Security Services España S.L. with fiscal identification number B88399456;

"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 legal duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

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

"Report" has the meaning given to it in clause 6.4.1;

“Services” means the services to be performed by NCC Group in accordance with the Contract as described in the Statement of Works;

“Services Modules” contain additional terms and conditions that are specific to the services that are being performed by NCC Group and these are available from NCC Group’s website at the following address: <https://www.nccgroup.com/es/terminos-y-condiciones/>;

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

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

“Statement of Works” shall be any of:

- (a) the section of NCC Group’s proposal for the Services entitled “Statement of Works”;
- (b) NCC Group’s quote for the Services;
- (c) other similar document(s) (including any online form) that sets out the Services and the Fees,

in each case including any other documents referred to therein, provided that in all cases the documents refer to these General Terms and Conditions and one or more applicable Services Modules as the governing terms;

“System” means the systems and networks which are to be security tested or security monitored and/or scanned as part of 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; and

“Term” means the term during which the Services are provided by NCC Group; and **“Third Party Contractor”** means a third party engaged by NCC Group to provide Services to the Client.

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

- 2.1.1 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; and
- 2.1.2 headings shall not affect the interpretation of this agreement;
- 2.1.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2.1.4 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
- 2.1.5 any reference to an Spanish 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 Spain, be deemed to include a reference to that which most nearly approximates to the Spanish 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 industry-standard security screening standards in respect of all its employees and consultants as they join NCC Group if they will be involved in the delivery of the Services (with the exception of sales staff).

4 Client Duties

- 4.1 The Client shall comply with the duties and responsibilities set out in the relevant Statement of Work and the Services Module(s).
- 4.2 The Client may be required to complete an authorisation form or similar document (the “**Authorisation Form**”) giving its consent to some or all of the Services including testing targets, dates and times. 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 Services 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 its computer systems so as to enable the provision of the Services.
- 4.3 The Client may be required to obtain consent from its internet service provider(s) and any third party suppliers of the System for the Services to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify relevant employees that the Security Testing has been scheduled and that the employees may be monitored;
- 4.4 The Client shall not, directly or indirectly, during the course of the Contract or for a period of nine (9) months from the date of termination, solicit or offer any inducement to work for it or an 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 of 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 this 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 the Client will ensure the Indirect Client acknowledges that it has no direct relationship with NCC Group or its Affiliates; and
 - 4.6.3 the Client shall (i) ensure any Indirect Client is aware of, and accepts the Services on the basis of, all relevant terms of this Contract, (ii) procures the compliance by any Indirect Client with the terms of this Contract as if it were a party, and (iii) be responsible for any breaches of the Contract by Indirect Clients as if they were its own (and any act or omission of any of an 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, 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 claims brought by a third party (including by any Indirect Client), claims, 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 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 in connection with, or which concerns, the Indirect Client.
- 4.8 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.

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 The Client accepts and acknowledges that NCC Group allocates often allocates Consultants weeks in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) an amount (the “**Cancellation Fee**”) to reflect the losses which NCC Group will incur if such cancellation or rescheduling is requested within a set number of days of the Start Date.

- 5.3 The Cancellation Fee shall be calculated as a percentage of the Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable) (the “**Scheduled Days Cost**”). The relevant percentages and time periods are set out in the corresponding Services Module.
- 5.4 Charging of the Cancellation Fee is at NCC Group’s discretion and it will use reasonable commercial efforts to mitigate its losses.
- 5.5 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

6 Deliverables & Intellectual Property

- 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 reports 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 Where the Services are being performed in connection with the assessment of the Client or its products against a standard or scheme operated by a third party accreditation or approval body, NCC Group may be required to allow such third party accreditation or approval body to inspect or supervise its performance of the Services. In such cases, the Client agrees that NCC Group may allow such supervision and disclose Confidential Information of the Client to such third party accreditation or approval body to the extent reasonably required, including providing copies of the Deliverables where applicable.
- 6.4 NCC Group consents to the Client disclosing:

- 6.4.1 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 a regulatory body, insurer or a Client’s IT service provider providing that they are not competitors of NCC Group (“**Legitimate Recipient**”); and
- 6.4.2 with NCC Group’s prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), a summary of some or all of the Report (redacted where considered appropriate by NCC Group),

on the condition that: (i) the Client ensures all third parties are under an obligation to keep the Report confidential, (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) Client is liable for any breach of this obligation. For the avoidance of doubt, any NCC Group consent to disclose a Report does not include consent to generally disseminate or publish the Report.

- 6.5 Subject to alternative terms set out in the Statement of Works or Service Modules:
 - 6.5.1 nothing in the Contract will operate to transfer to the Client any Intellectual Property Rights which come into existence as a result of the performance by NCC Group (or its Affiliates) of the Services; such any Intellectual Property Rights, including the Intellectual Property Rights in any Deliverables, are owned and shall remain owned by NCC Group (or, as appropriate its Affiliate(s));
 - 6.5.2 the Client is hereby granted a non-exclusive, non-transferable licence to copy and use Deliverables:
 - (a) for its internal purposes;
 - (b) to the extent set out in clause 6.4 (reports);
 - (c) as otherwise as necessary for the Client to use the Services for the purpose for which they are supplied; and
 - (d) in accordance with NCC Group’s prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

7 NCC Group Equipment

- 7.1 NCC Group (or its Affiliates) may temporarily provide to the Client hardware to assist in delivery or performance of certain Services (the “**NCC Equipment**”). In such cases, this clause 7 shall apply.

- 7.2 NCC Group consents to the Client using the NCC Equipment, solely in relation to the Services, for such period as may be agreed (or, in the absence of agreement, for so long as NCC Group stipulates) (the “**NCC Equipment Term**”). The NCC Equipment shall at all times be and remain NCC Group's exclusive property, and shall be held by the Client in safe custody and an appropriate environment at Client's own risk and maintained and kept in good condition until returned to NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.
- 7.3 A return-to-base warranty is provided for all NCC Equipment for the NCC Equipment Term. Also, the Client acknowledges and agrees that after the NCC Equipment Term it shall return the NCC Equipment to NCC Group within 14 days of the NCC Equipment Term ending. Delivery to the Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall not pass to NCC Group until the Client has received written signed acknowledgement of receipt of the NCC Equipment.

8 Fees & Payment

- 8.1 Unless agreed otherwise in the Statement of Work, NCC Group shall invoice the Client for the Services in full after the acceptance of the proposed Statement of Works or the Start Date (whichever is the earlier).
- 8.2 If the Client promptly provides NCC Group with a valid purchase order following its acceptance of the proposed Statement of Works for the amount stated therein NCC Group will include the purchase order details on its invoice. For the avoidance of doubt, 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.
- 8.3 Without prejudice to clause 8.2 above, NCC Group shall have no obligation to commence Services until a valid purchase order has been received. Failure to provide a valid purchase order as described in this clause before the agreed Start Date 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.
- 8.4 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 this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 8.5 All prices quoted exclude IVA (Impuesto sobre el Valor Añadido) (or any other applicable sales tax) unless otherwise stated and IVA (or any other applicable sales tax) shall, where applicable, be payable in addition by the Client.
- 8.6 The paying party shall make all such payments due under this 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.
- 8.7 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 European Central Bank Rate from time to time, from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 8.8 Payment of invoices issued by NCC Group shall not be conditional upon NCC Group's use of any particular payment processing system or process (“**Payment Portal**”) to the extent that such Payment Portal requires NCC Group to accept additional legal terms and conditions beyond those stated in the Contract or incur additional costs (internal or external). If the Client requires NCC Group to use a Payment Portal in order to be paid, the Client shall compensate NCC Group for any resulting additional 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.

9 Confidentiality & Publicity

- 9.1 Without the other's prior consent, neither the Client or NCC Group shall make any public announcement that the Services are being provided.
- 9.2 Subject to clause 9.3, either party shall disclose or permit its Affiliates, employees, agents and sub-contractors to disclose any Confidential Information entrusted to it by the other party provided always that this restriction shall not apply to information already in the receiving party's possession, or which comes into

the public domain, other than by breach of this obligation by the receiving party or its Affiliates, employees, agents and sub-contractors, or which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or which is required to be disclosed pursuant to any law or regulation or by the rules of any stock exchange or in the national interest or by a court of competent jurisdiction.

- 9.3 Each party will be entitled to disclose Confidential Information where necessary to (i) its Affiliates and its and their employees, agents, sub-contractors, (ii) Indirect Clients, (iii) any third party which is to support the delivery of Services; and (iv) regulators, governmental bodies and certifying bodies, provided in all cases that the same are under a duty of confidentiality no less onerous than as set out in this Contract.
- 9.4 Nothing in this Contract will prevent or restrict NCC Group from providing services the same as or similar to the Services to other clients or using or sharing for any purpose any knowledge, experience or skills gained during or arising from the performance of the Services, subject to the obligations of confidence set out in clause 9.1. The Client acknowledges that NCC Group shall have no obligation to provide any information NCC Group has 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.
- 9.5 Calls between the Client (or any of its employees, agents, subcontractors) and NCC Group (or any of its Affiliates) may be recorded for quality and training purposes.

10 Data Protection

- 10.1 The parties hereby acknowledge and agree that the Client is a controller and NCC Group (or the relevant Affiliate) is a processor (as each term is defined under the Data Protection Legislation) of any Personal Data disclosed by the Client to NCC Group (or its Affiliates) for the purposes of the Contract.
- 10.2 NCC Group (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
 - 10.2.1 subject to clause 10.2.6, 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;
 - 10.2.2 subject to clause 10.2.7, obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client if the Personal Data may be processed by another person, and shall ensure such processing is governed by a contract or other legal act with obligations equivalent to those set out in the Contract. NCC Group shall remain liable to the Client for the performance by the processor of its obligations;
 - 10.2.3 put in place the technical and organisational measures necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorized access, use, modification, disclosure or other misuse. NCC Group will provide its Information Security policy to the Client upon request;
 - 10.2.4 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, in the absence of a finding of adequacy, enter into an EU Commission approved model clause controller to processor data transfer agreement with the Client, and/or procure that, where relevant, any Affiliate enters into such agreement; and
 - 10.2.5 subject to clause 10.2.8, NCC Group shall 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:
 - 10.2.5.1 notify the Client if, in NCC Group's opinion, an instruction of the Client infringes the Data Protection Legislation;
 - 10.2.5.2 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
 - 10.2.5.3 notify the Client within 2 Business Days of NCC Group becoming aware of a breach by NCC Group or any of its Affiliates of the Data Protection Legislation. NCC Group will investigate any such breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.

- 10.2.6 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 international organisation. Unless it has informed NCC Group otherwise in writing, the Client therefore confirms that it consents to such transfer and that this clause 10.2.6 constitutes written instructions from the Client for the purposes of clause 10.2.1.
- 10.2.7 The Client acknowledges and accepts that Third Party Contractors providing Consultants working in a staff augmentation capacity may provide part of certain Services and the Client consents to Personal Data being processed by such Third Party Contractor. NCC Group shall ensure that any Third Party Contractors, acting as NCC Group's sub-processor, is under a contractual obligation to process the Personal Data in accordance with the Data Protection Legislation, and NCC Group will remain liable to the Client for the acts and omissions of such Third Party Contractors as if such acts and omissions were those of NCC Group. The client therefore confirms that it consents to such use of the Third Party Contractor and that this clause 10.2.7 constitutes authorisation from the Client for the purposes of clause 10.2.3.
- 10.2.8 Other than as required by the Data Protection Legislation, NCC Group will not be required under clause 10.2.5 to assist with the Client's own security, technology and related processes, in respect of which NCC Group has no insight. NCC Group shall provide assistance pursuant to clause 10.2.5 free of charge except to the extent such assistance, in the reasonable opinion of NCC Group, would require disproportionate effort or cost in which case the parties shall agree in advance any fees payable by the Client for such assistance.
- 10.2.9 NCC Group may permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit 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.
- 10.2.10 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:
- 10.2.10.1 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;
 - 10.2.10.2 has fully complied with all of its obligations under the Data Protection Legislation; and
 - 10.2.10.3 shall not do or omit to do anything that would place NCC Group in breach of the Data Protection Legislation, the Act 34/2002, of 11 July, the Act 9/2014, of 9 May or any other relevant laws.
- 10.2.11 Pursuant to Article 28(3) of 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 "**GDPR Information Form**"). If the Client does not complete and return the GDPR Information Form, 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 GDPR Information Form.
- 10.2.12 Unless otherwise specified in the relevant Service Module or as 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 for six (6) months following completion of the Services. If NCC Group is unable, using reasonable endeavours, to delete or destroy any of the Personal Data (including, for example, backup copies of the Personal Data) it shall ensure that such Personal Data is encrypted or protected by security measures so that it is not readily available or accessible by NCC Group.
- 10.2.13 The Client shall immediately notify NCC Group if any of the consents are revoked or changed in any way which impacts or may impact on NCC Group's rights or obligations under or in connection with the Contract or in any other scenario whereby the Client may no longer lawfully share the Personal

Data with NCC Group (and its Affiliates) for the purpose of its provision of the Services under this Contract.

- 10.2.14 The Client shall, at all times during and after the termination or expiry of the Contract, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, 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 as a result of any breach by the Client of its obligations under this clause 10.

11 Liability

- 11.1 This clause 11 prevails over all other clauses and sets forth the entire Liability of NCC Group and its Affiliates, howsoever arising, in connection with this Contract subject only to terms contained in the Service Modules which may contain additional limits on, and exclusions from, NCC Group's liability which shall apply as set out therein. The limitations of Liability under this clause 11 have effect in relation to both any Liability expressly provided for under this Contract and to any Liability arising by reason of the invalidity or unenforceability of any terms of this Contract.

- 11.2 NCC Group and its Affiliates do not exclude or limit any liability for:

- 11.2.1 death or personal injury to the extent that such injury results from negligence, to include its employees', agents' or sub-contractors' negligence; or
- 11.2.2 any fraud or fraudulent misrepresentation on the part of NCC Group or its Affiliates; or
- 11.2.3 any other liability that cannot be excluded by law.

- 11.3 Except as provided for in clause 11.2, 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 Euros). Subject to the aforesaid aggregate limit, the financial (and other) limits for each category or Liability are as follows:

- 11.3.1 in respect of Liability for loss of or damage to tangible property (including real property) the sum of €1,000,000 (one million Euros) for any one event or series of connected events;
- 11.3.2 in respect of Liability for infringement of intellectual property rights the sum of €1,000,000 (one million Euros) for any one event or series of connected events;
- 11.3.3 in respect of Liability relating to personal data or breach of confidentiality the sum of €1,000,000 (one million Euros) for any one event or series of connected events;
- 11.3.4 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.

- 11.4 Except as provided in clause 11.2 above, NCC Group shall not be under any Liability for:

- 11.4.1 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 of Indirect Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way (including in breach of clause 4.1);
- 11.4.2 loss of (i) actual or anticipated profits or (ii) revenue;
- 11.4.3 (i) loss of goodwill or (ii) damage to reputation;
- 11.4.4 loss of (i) business or (ii) contracts;
- 11.4.5 loss of (i) anticipated savings or (ii) the cost of procuring any substitute goods or services (i.e. cost of cover);
- 11.4.6 loss of data and/or undertaking the restoration and/or recovery of data or software restoration;
- 11.4.7 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 11.4.1 to 11.4.7 above apply whether such damage is direct, indirect, consequential or otherwise.

- 11.5 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.

12 Termination

- 12.1 NCC Group reserves the right to immediately suspend the Services 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 not less than three (3) days' notice of NCC Group's intention to suspend or withdraw.
- 12.2 NCC Group may terminate the Contract 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 three (3) or more days after the Client has been notified that the payment is overdue.
- 12.3 Either party may at any time terminate the Contract by giving written notice to the other if:
- 12.3.1 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
 - 12.3.2 the other party stops trading or is unable to pay its debts.
- 12.4 Additional rights of termination may be set out in the relevant Services Module or Statement of Works, in which case such additional rights will apply in addition to those set out in this clause 12.
- 12.5 Without prejudice to clauses 5, 7 or the terms of any Service Module or Statement of Work, the Client shall be liable for any Fees, Cancellation Fees and expenses incurred by NCC Group up to and including the date of any suspension, withdrawal or termination and these may be invoiced immediately despite any other provision in the Contract.
- 12.6 Except to the extent Personal Data will be retained by NCC Group beyond termination of the Contract in accordance with clause 10.2.12, NCC Group (or its Affiliates) shall, upon termination of the Contract, cease processing (as defined under the Data Protection Legislation) and shall delete or return, at the Client's cost, any Personal Data that has been disclosed to it by or on behalf of the Client in connection with the provision of the Services under this Contract.
- 12.7 Notwithstanding any termination, this Contract shall remain in full force with respect to any then-outstanding Statement of Work(s).

13 Anti-Bribery and Modern Slavery

- 13.1 Both parties will comply with:
- 13.1.1 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
 - 13.1.2 any applicable anti-slavery legislation. 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.

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 the Contract or otherwise liable to the other for any failure to perform or 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 reasonable control including any act of God; governmental actions; 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; 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 11.2, 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 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. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand 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 pre-paid first-class post or other next working day delivery service, at 9.00 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. A notice given under this agreement is not valid if sent by email.
- 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 NCC Group or 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, neither party may 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 the other party.
- 15.5 Notwithstanding clause 15.4, NCC Group shall be entitled to sub-contract any 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 Spain and the parties hereby submit to the exclusive jurisdiction of the courts of Madrid, Spain.