

## SERVICE-SPECIFIC MODULE PHYSICAL TESTING SERVICES

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

### 1 Contract Structure and Interpretation

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

### 2 Definitions:

**“Physical Testing Services”** means the testing of physical security and access control within an organization to identify and demonstrate vulnerabilities, which may take the form of a Physical Security Assessment and/or Physical Penetration Testing as specified in the Statement of Works;

**“Physical Security Assessment”** means a collaborative review of the security of physical location(s) by interviewing staff, observing controls, conducting controlled scenario testing with a Client point of contact present and reviewing documentation associated with physical security operations and controls;

**“Physical Penetration Testing”** means assessing the security of physical location(s) by emulating real world attack methodologies including lock picking, tail gating, social manipulation, and control circumvention/undermining;

**“Premises”** means the site or sites at or in relation to which the Physical Testing Services will be carried out; and

**“Scheduled Days Cost”** means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable).

### 3 Client’s Duties:

- 3.1 The Client agrees:
  - 3.1.1 to obtain all necessary permissions and consents for the Physical Testing Services to be carried out, including permissions and consents from the Client’s landlord, insurers and other occupiers of the Premises;
  - 3.1.2 to carry out and provide to NCC Group prior to the Start Date a risk assessment of the Premises and the Physical Testing Services that are to be provided, and to alert NCC Group to any significant risks or hazards in advance of it performing the Physical Testing Services;
  - 3.1.3 that in the event that NCC Group or the Consultant is challenged or questioned by a third party organisation or authority, to provide to NCC Group all reasonable cooperation necessary to satisfy such third party organisation or authority that the Physical Testing Services are legitimate and have been procured by the Client;
  - 3.1.4 in relation to Physical Security Assessment it shall:
    - 3.1.4.1 provide escort to NCC Group when assessing the Premises;
    - 3.1.4.2 provide to NCC Group such other reasonable cooperation and assistance, and access to the Premises and people as NCC Group shall reasonably require to perform the Services;
  - 3.1.5 that Physical Penetration Testing shall be conducted independently by NCC Group and NCC Group shall not be escorted when providing Physical Penetration Testing;
  - 3.1.6 in relation to Physical Penetration Testing it shall:
    - 3.1.6.1 approve the individual attack methodologies presented by NCC Group prior to the Services being scheduled;

- 3.1.6.2 provide NCC Group with a senior point of contact within the Client who is aware of the Physical Penetration Testing; and
- 3.1.6.3 provide NCC Group with a signed letter (the “**Permission Letter**”) to be held by the relevant Consultant detailing their permission to conduct testing. The Permission Letter will only be presented if the Consultant is challenged while carrying out the Physical Penetration Testing; and
- 3.1.7 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, 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 the provision of the Physical Testing Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract.

#### **4 Cancellation and Rescheduling**

- 4.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months 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) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the “Cancellation Fee”):
  - 4.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
  - 4.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
  - 4.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 4.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 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.