

## NCC GROUP SERVICE MODULE

### CONSULTANCY AND/OR AUDIT SERVICES

#### 1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Consultancy and/or Audit Services and is to be read in conjunction with NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise herein.

#### 2 Definitions:

“**Consultancy and/or Audit Services**” means those consultancy or audit services and/or Deliverables detailed in the Statement of Work;

“**PCI**” means Payment Card Industry;

“**PCI SSC**” means Payment Card Industry Standards Security Council;

“**ROC**” means the report on compliance created by NCC Group as part of the Audit Services;

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

“**Service Portion**” means a phase, subproject, or similar portion of the total Consultancy and/or Audit Services as described in the Statement of Work or otherwise agreed between the Parties.

#### 3 Client’s Duties

##### 3.1 The Client agrees:

- 3.1.1 to arrange a mutually convenient time and date with NCC Group for the performance of the Consultancy and/or Audit Services;
- 3.1.2 to provide NCC Group with prompt access to all staff, premises, systems and equipment owned, operated or controlled by the Client it requires for the duration of the Consultancy and/or Audit Services;
- 3.1.3 to co-operate with NCC Group and to provide it promptly with information NCC Group requires in order to provide the Consultancy and/or Audit Services;
- 3.1.4 to ensure that, where the Consultancy and/or Audit Services are taking place on its premises:
  - 3.1.4.1 the premises are safe at all times; and
  - 3.1.4.2 a suitable working space is provided for the NCC Group Personnel responsible for the provision of the Services, which shall include a desk, internet access and, where necessary to perform the Services, access to networks, data centres, server rooms and/or switch rooms to perform the Services;
- 3.1.5 to indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group (or its Affiliates) incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client’s failure to provide safe premises;
- 3.1.6 that, where NCC Group is carrying out PCI related Services for the Client, NCC Group may be obliged to disclose assessment results, including ROCs, to PCI SSC or any then current member of PCI SSC in order to verify the reliability and accuracy of its assessments;
- 3.1.7 that, where NCC Group is carrying out Consultancy and/or Audit Services in respect of MasterCard or Visa, NCC Group may be obliged to disclose to MasterCard or Visa evidence in support of the audit results;
- 3.1.8 that it is responsible (in consultation with NCC Group) for determining that the scope of the Services as set out in the Statement of Work is appropriate for its needs;
- 3.1.9 that nothing in the Deliverables or Services shall be deemed to be confirmation from NCC Group that the Client’s operations, methodology, systems, or equipment is fully compliant with all aspects of the Privacy Laws and, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group excludes all liability arising out of the Client’s assertion that this is the case;

- 3.1.10 that other than as set out in a Statement of Work, NCC Group will not audit or otherwise test or verify the information provided to it by the Client or on behalf of the Client in the course of the Services. NCC Group shall be entitled to rely on all information provided to it by the Client and on the Client's decisions and approvals in connection with the Services and to assume that all such information provided to NCC Group from whatever sources is accurate, complete and not misleading;
- 3.1.11 that NCC Group's role is to provide the Client with advice and recommendations for its consideration and the Client remains solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying its independent business judgement to evaluate any advice or recommendations that NCC Group provides. The Client shall decide whether NCC Group's advice or recommendations make sense in the context of its business, and whether it wishes to rely on, implement or act on it;
- 3.1.12 that unless provided otherwise in the Statement of Work, NCC Group has no responsibility to update any Deliverables for events occurring after the earlier of: (1) the date the Services are completed; and (2) the date the Client first makes use of the Deliverables;
- 3.1.13 that NCC Group will not monitor the continuing relevance or suitability of the Deliverables, Services or ROCs for the Client's purposes;
- 3.1.14 that, 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, NCC Group shall be permitted to allow such supervision and to disclose Client's Confidential Information and/or Client Data to such third party accreditation or approval body to the extent reasonably required, including providing copies of the Deliverables where applicable; and
- 3.1.15 that NCC Group Personnel responsible for the provision of the Services will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and/or its Personnel may in the performance of the Services identify issues of a legal nature impacting the business, technical processes and/or procedures of the Client and/or give opinions and recommendations based on its industry experience and expertise, (i) NCC Group Personnel are not legally qualified and (ii) any such identification of issues by NCC Group and any associated Deliverables are provided pursuant to the terms of the Agreement and cannot be taken to represent legal advice. The Client is advised to seek independent legal advice if it feels it is necessary to do so.

#### 4 Fees and payment

- 4.1 NCC Group Personnel record and NCC Group charges the Client for all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day.
- 4.2 No charge is made for periods when NCC Group Personnel is absent due to illness or holidays.

#### 5 Liability

- 5.1 Where NCC Group is performing the Consultancy and/or Audit Services to assess the Client's compliance with rules or standards defined by a third party accreditation or approval body (including those defined by the PCI), the Client accepts and acknowledges that NCC Group can only advise on its interpretation of such rules or standards derived from its experience and expertise in the industry. Specifically, the Client accepts and acknowledges that NCC Group cannot guarantee the Client's compliance with the relevant rules and standards, which is ultimately determined by the third party accreditation or approval body in its sole discretion.
- 5.2 Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group excludes all liability for any use or misuse of information, the Deliverables and/or other materials provided by NCC Group arising as a result of the Client's breach of clause 3.1.

#### 6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates its Personnel 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 in the event of such cancellation or rescheduling (the "Cancellation Fee"):
  - 6.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
  - 6.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
  - 6.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.



- 6.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 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.