

## NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### Services Module (Audit Services)

#### 1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to audit services, and is to be read in conjunction with NCC's General Terms and Conditions.
- 1.2 NCC's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in NCC's General Terms and Conditions unless stated otherwise herein.

#### 2 Definitions:

"**Audit Services**" means those audit services 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 as part of the Audit Services;

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

"**Service Portion**" means a phase, subproject, or similar portion of the total 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 for the performance of the Audit Services;
  - 3.1.2 to provide NCC with prompt access to all staff it requires for the duration of the Audit Services;
  - 3.1.3 to co-operate with NCC and to provide it promptly with information NCC requires in order to provide the Audit Services;
  - 3.1.4 to ensure that, where the Audit Services are taking place on its premises, the premises are safe at all times. The Client will indemnify, keep indemnified and hold harmless NCC 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 incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC for death and/or personal injury arising out of the Client's failure to provide safe premises;
  - 3.1.5 that, where NCC is carrying out PCI related NCC Services for the Client, NCC 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;
  - 3.1.6 that, where NCC is carrying out Audit Services in respect of MasterCard or Visa, NCC may be obliged to disclose to MasterCard or Visa evidence in support of the audit results;
  - 3.1.7 it is responsible (in consultation with NCC) for determining that the scope of the Audit Services as set out in the Statement of Work is appropriate for its needs;
  - 3.1.8 that other than as set out in a Statement of Work, NCC 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 Audit Services. NCC 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 Audit Services and to assume that all such information provided to NCC from whatever sources is accurate, complete and not misleading;
  - 3.1.9 NCC'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 provides. The Client shall decide

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whether NCC's advice or recommendations make sense in the context of its business, and whether it wishes to rely on, implement or act on it;

- 3.1.10 that unless provided otherwise in the Statement of Work, NCC has no responsibility to update any Deliverables for events occurring after the earlier of: (1) the date the Audit Services are completed; and (2) the date the Client first makes use of the Deliverables;
- 3.1.11 that NCC will not monitor the continuing relevance or suitability of the Deliverables, Services or ROCs for the Client's purposes; and
- 3.1.12 NCC and/or its Personnel may in the performance of the Audit Services identify issues of a legal nature impacting the business, technical processes and/or procedures of the Client. The Client agrees that any such identification of issues by NCC is provided pursuant to the terms of the Agreement and cannot be taken to represent legal advice.

#### **4 Liability**

- 4.1 Where NCC is performing the 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 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 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.
- 4.2 Subject to clause 23.6 of NCC's General Terms and Conditions, NCC excludes all liability for any use or misuse of information, the Deliverables and/or other materials provided by NCC arising as a result of the Client's breach of clause 3.1.

#### **5 Cancellation and Rescheduling**

- 5.1 The Audit Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Work unless otherwise agreed in writing between NCC and the Client (the "**Scheduled Date**").
- 5.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Audit Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:
  - 5.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 5.3 below; and
  - 5.2.2 the Cancellation Fee reflects the losses which NCC will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 5.3 The Cancellation Fee shall be calculated as follows:
  - 5.3.1 cancellation or rescheduling request within 30 days of the Scheduled Date: 100% of the Scheduled Days Cost.
- 5.4 Charging of the Cancellation Fee is at NCC's discretion. NCC will use reasonable commercial efforts to re-deploy Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC is able to successfully redeploy Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.5 If the Client re-books the Audit Services for another date, the Fees for the Audit Services as re-booked will be payable in addition to any Cancellation Fee.